

**The City of Santa Fe  
AND  
Public Works**

**REQUEST FOR PROPOSALS (RFP)**

**CIP Project #501  
St. Michael's Drive - Rail Trail Underpass Project**



**RFP#  
21/28/P**

RFP Release Date: February 17, 2021

Proposal Due Date: April 12, 2021

**ELECTRONIC-ONLY PROPOSAL SUBMISSION**

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# **I. INTRODUCTION**

## **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of professional engineering services for the construction of St. Michael's Drive - Rail Trail Underpass Project.

## **B. BACKGROUND INFORMATION**

The project is located at the intersection of St. Michael's Drive (NM 466) and the New Mexico Rail Runner (NMRX)/ Santa Fe Trail (SFRT) Crossing in Santa Fe County within the City of Santa Fe, New Mexico. NMRX/SFRT crossing intersects with St. Michael's Drive approximately 0.10 miles west of the intersection of St. Michael's Drive and Calle Lorca.

The City of Santa and Santa Fe Metropolitan Planning Organization have received comments from the community about pedestrian/bicycle safety at this crossing. Two Roadside Safety Audits (RSAs) funded by the NMDOT were conducted by: 1) Souder, Miller & Associates (SMA), October 2014; and 2) Lee Engineering, LLC, August 2015. The SMA study concluded that although there appears to be no safety issues associated with pedestrian/bicyclists crossing St. Michael's Drive at NMRX/SFRT there were significant operational issues that need to be addressed. Both examined different designs for the trail crossing and recommended the underpass as the agreed upon best option.

## **C. SCOPE OF PROCUREMENT**

Public Works is procuring professional engineering design services including planning, design, right-of-way acquisition, bidding and construction services for an underpass located at the intersection of St. Michael's Drive (NM 466) and the New Mexico Rail Runner (NMRX)/ Santa Fe Trail (SFRT) Crossing.

The resulting contract will be a single award for four years. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

## **D. PROCUREMENT MANAGER**

Public Works has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Romella Glorioso-Moss, AICP, CPPP, Procurement Manager  
Telephone: (505) 955-6623  
Email: rsglorioso-moss@santafenm.gov

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

#### **E. PROPOSAL SUBMISSION**

*Submissions of all proposals must be accomplished via email to: purchasing@santafenm.gov.*

#### **F. DEFINITION OF TERMINOLOGY**

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. **“AASHTO”** means American Association of State Highway and Transportation Officials.
2. **“Authorized Purchaser”** means an individual authorized by a Participating Entity to place orders against this contract.
3. **“Award”** means the final execution of the contract document.
4. **“Business Hours”** means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
5. **“Central Purchasing Office”** means the office responsible for the control of procurement of items of tangible personal property, services or construction.
6. **“Chief Procurement Officer”** means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personal property, services or construction.
7. **“City”** means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director, City Manager, or Governing Body.
8. **“Close of Business”** means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

9. **“Confidential”** means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
10. **“Contract”** means any agreement for the procurement of items of tangible personal property, services or construction.
11. **“Contractor”** means any business having a contract with the City of Santa Fe.
12. **“Department”** means the Requesting Department sponsoring this Procurement.
13. **“Determination”** means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
14. **“Desirable”** – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
15. **“Electronic Submission”** means a successful submittal of Offeror’s proposal.
16. **“Electronic Version/Copy”** means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (CD) or USB flash drive. The electronic version/copy can only be emailed.
17. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.
18. **“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
19. **“Final Award”** means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
20. **“Finalist”** means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
21. **“FONSI”** means Findings of No Significant Impact.

22. **“FWHA”** means Federal Highway Administration.
23. **“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
24. **“HSIP”** means Highway Safety Improvement Program.
25. **“Mandatory”** – the terms “must,” “shall” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
26. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
27. **“NMDOT”** means New Mexico Department of Transportation.
28. **“NMSHTD”** means New Mexico Department of Transportation.
29. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
30. **“Procurement Manager”** means any person or designee authorized by the Requesting Department to facilitate the procurement and or administer the contract(s) .
31. **“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
32. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
33. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
34. **“Requesting Department”** means the City Department responsible for overseeing the work or delivery of tangible personal property by a contractor.
35. **“Responsible Offeror”** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.



36. **“Responsive Offer”** or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
37. **“SFMPO”** means Santa Fe Metropolitan Planning Organization.
38. **“Sealed”** means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The City of Santa Fe reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the City’s Chief Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Chief Procurement Officer in such cases.
39. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
40. **“State (the State)”** means the State of New Mexico.
41. **“Statement of Concurrence”** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
42. **“TEA-21”** means Transportation Equity Act for the 21<sup>st</sup> Century.
43. **“Unredacted”** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
44. **“Written”** means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

## **G. PROCUREMENT LIBRARY**

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.

[https://www.santafenm.gov/bids\\_rfps](https://www.santafenm.gov/bids_rfps)

Other relevant links:

Lee Engineering, LLC (August 2015) St. Michael's Drive Traffic Study: Additional RSA Analysis of New Mexico Rail Runner/Santa Fe Rail Trail Crossing. Available at: [Microsoft Word - Technical Memorandum 8\\_11\\_2015 \(santafempo.org\)](#).

Souder, Miller & Associates (October 2014) St. Michael's Drive (NM466) & NM Rail Runner Crossing (NMRX) Santa Fe Rail Trail Crossing Roadside Safety Audit: Final Report. Available at: [St.-Michaels-Drive-RSA-Final-Report-10222014.pdf \(santafempo.org\)](#).

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

### A. SEQUENCE OF EVENTS

The City's Central Purchasing Office and the Procurement Manager will make every effort to adhere to the following schedule:

| Action  | Responsible Party                                | Due Dates             |
|---|--|-----------------------|
| 1. Issue RFP  | Central Purchasing Office                        | February 17, 2021     |
| 2. Acknowledgement of Receipt Form                        | Potential Offerors                               | February 22, 2021     |
| 3. Pre-Proposal Conference                                | Public Works, Roadway & Trails                   | March 1, 2021         |
| 4. Deadline to Submit Written Questions                   | Potential Offerors                               | March 5, 2021         |
| 5. Response to Written Questions/RFP Amendments           | Procurement Manager                              | March 10, 2021        |
| 6. Deadline to Submit Written Follow-Up Questions         | Potential Offerors                               | March 12, 2021        |
| 7. Response to Written Follow-Up Questions/RFP Amendments | Procurement Manager                              | March 17, 2021        |
| <b>8. Submission of Proposal</b>                          | <b>Potential Offerors</b>                        | <b>April 12, 2021</b> |
| 9.* Proposal Evaluation                                   | Evaluation Committee                             | April 21-28, 2021     |
| 10.* Selection of Finalists                               | Evaluation Committee                             | May 3, 2021           |
| 11.* Oral Presentation(s)                                 | Finalist Offerors                                | May 10-14, 2021       |
| 12.* Finalize Contractual Agreements                      | Public Works, Roadway & Trails/Finalist Offerors | May 28, 2021          |
| 13.* Contract Awards                                      | Public Works, Roadway & Trails/Finalist Offerors | August 2, 2021        |
| 14.* Protest Deadline                                     | Central Purchasing Office                        | August 17, 2021       |

\* Dates indicated in Events 7 through 13 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

## **B. EXPLANATION OF EVENTS**

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

### **1. Issue RFP**

This RFP is being issued on behalf of the City of Santa Fe Public Works on February 17, 2021.

### **2. Acknowledgement of Receipt Form**

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Central Purchasing Office at [Purchasing@santafenm.gov](mailto:Purchasing@santafenm.gov) , to have their organization placed on the procurement Distribution List. The form must be returned to the Central Purchasing Office by 3:00 pm MST/ MDT on February 22, 2021.

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

### **3. Pre-Proposal Conference**

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 10:00 am MST/MDT via <https://zoom.us/j/99009427953?pwd=YUdtUEVhVEkwRVRFSmNsUjV3dXBdZz09>.

**Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Central Purchasing Office and the Procurement Manager** (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

#### 4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Central Purchasing Office and the Procurement Manager as to the intent or clarity of this RFP until 5 pm MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Central Purchasing Office and the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

#### 5. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

An electronic version of the Questions and Answers will be posted to:  
[https://www.santafenm.gov/bids\\_rfps](https://www.santafenm.gov/bids_rfps)

#### 6. Submission of Proposal

At this time, only **electronic** proposal submission is allowed. **Do not** submit hard copies until further notice.

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CENTRAL PURCHASING OFFICE VIA EMAIL AT [Purchasing@santafenm.gov](mailto:Purchasing@santafenm.gov) NO LATER THAN **3:00 PM** MST/MDT ON APRIL 12, 2021.

**PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.**

The date and time of receipt will be recorded on each proposal.

***Proposals must be submitted electronically through email until further notice. Refer to Section III.B.1 for instructions.*** Proposals submitted by facsimile will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required City of Santa Fe signatures on the contract(s) resulting from the procurement has been obtained.

#### 7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Central Purchasing Office or/and the Procurement Manager may initiate discussions with Offerors who submit responsive or

potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

## **8. Selection of Finalists**

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time. Finalists will be comprised of the three (3) Offerors receiving the highest cumulative scores in Sections V.B and V.C.

## **9. Oral Presentations**

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation at a venue to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. If oral presentations are held, Finalist Offerors may be required to make their presentations through electronic means (GoToMeeting, Zoom, etc.). Public Works will provide Finalist Offerors with applicable details. Whether or not Oral Presentations will be held is at the discretion of the Evaluation Committee and Central Purchasing Office.

## **10. Finalize Contractual Agreements**

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the City of Santa Fe reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

## **11. Contract Awards**

Upon receipt of the signed contractual agreement, Public Works Department will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and Governing Body approval.

## **12. Protest Deadline**

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall

begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Fran Dunaway  
Chief Procurement Officer  
City of Santa Fe  
fadunaway@santafenm.gov

**PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.**

## **C. GENERAL REQUIREMENTS**

### **1. Acceptance of Conditions Governing the Procurement**

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

### **2. Incurring Cost**

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

### **3. Prime Contractor Responsibility**

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with Public Works Department which may derive from this RFP. Public Works Department will make payments only to the prime contractor.

### **4. Subcontractors/Consent**

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from Public Works awarding any resultant contract, before any subcontractor is used during the term of this agreement.

## 5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **Public Works or the Central Purchasing Office personnel will not merge, collate, or assemble proposal materials.**

## 6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Central Purchasing Office and the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

## 7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred eighty (180) days after the due date for receipt of proposals.

## 8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the City. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

- a. ***Proprietary and Confidential information is restricted to:***
  1. confidential financial information concerning the Offeror's organization; and
  2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i and III.B.2.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

**IMPORTANT:** The price of products offered or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the City Attorney and the Chief Procurement Officer shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The

proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

## **9. No Obligation**

This RFP in no manner obligates the City or any of its Departments to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

## **10. Termination**

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when Public Works Department determines such action to be in the best interest of the City of Santa Fe.

## **11. Sufficient Appropriation**

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Department's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

## **12. Legal Review**

Public Works Department requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Central Purchasing Office and the Procurement Manager.

## **13. Governing Law**

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

## **14. Basis for Proposal**

Only information supplied in writing by the Central Purchasing Office and the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

## **15. Contract Terms and Conditions**

The contract between Public Works and a contractor will follow the format specified by the City and contain the terms and conditions set forth in the Draft Contract APPENDIX C.



However, Public Works reserves the right to negotiate provisions in addition to those contained in this RFP Draft Contract with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The City discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the City (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The City may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the City and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

## **16. Offeror's Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the City. See Section II.C.15 for requirements.

## **17. Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the City and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

## **18. Offeror Qualifications**

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85, NMSA 1978.

## **19. Right to Waive Minor Irregularities**

The Evaluation Committee, upon approval from the Chief Procurement Officer, reserves the right to waive minor irregularities, as defined in Section I.F.23. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

## **20. Change in Contractor Representatives**

The City reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the City, adequately meeting the needs of the City.

## **21. Notice of Penalties**

The Procurement Code, §§13-1-28 through 13-1-199, NMSA 1978, imposes civil, and misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

## **22. Department Rights**

The Public Works Department in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

## **23. Right to Publish**

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the City written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or City contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

## **24. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of the City. If the RFP is cancelled, all responses received shall be destroyed by the Central Purchasing Office unless the Offeror either picks-up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

## **25. Confidentiality**

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the City.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the City's written permission.

## **26. Electronic mail address required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

## **27. Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Central Purchasing Office, the Offeror acknowledges that the version maintained by the Central Purchasing Office shall govern. Please refer to: [https://www.santafenm.gov/bids\\_rfps](https://www.santafenm.gov/bids_rfps)

## **28. Campaign Contribution Disclosure Form**

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor, City Officials or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

## **29. Non-Collusion Affidavit Form**

Offeror must complete, sign, and return the Non-Collusion Affidavit Form, APPENDIX G, as a part of their proposal. **Failure to complete and return the signed, unaltered form**

**will result in Offeror's disqualification.** By submitting a proposal in response to this RFP, the Offeror certifies that s/he has not divulged to, discussed or compared the proposal with other Offeror and has not colluded with any other Offeror or competitive parties. Also, Offeror certifies, and in the case of a joint competitive proposal, each party thereto certifies as to its own organization, that in connection with the competitive proposal:

1. All prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices and/or cost data with any other Offeror or with any competitor.
2. No prices and/or cost data quoted in the proposal has been knowingly disclosed by the Offeror, and will not knowingly be disclosed by the Offeror, to any competitor prior to the scheduled opening.
3. No attempt has been made or will be made by the Offeror to induce any other person or company to submit or not to submit a competitive proposal.
4. The only person(s) or principal(s) interested in the proposal is/are named therein, and no person other than those named has/have any interest in the proposal or in the agreement to be entered into.
5. No person or agency has been employed or retained to solicit or secure the agreement for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial agencies maintained by the purchaser for the purpose of doing business.

### **30. Conflict of Interest Statement Forms for Consultants**

The Offeror warrants that it presently has no interest and shall not require any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this RFP. The Offeror certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed. If any conflict or potential conflict exists, the nature of the potential conflict and any proposed resolution of such conflict shall be disclosed in writing immediately to the City's Purchasing Officer. Complete, sign and return with your proposal APPENDIX H: Conflict of Interest Statement for Consulting Firms.

### **31. Letter of Transmittal**

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX E), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);

2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only required if the responses differs from the individual identified in A*);
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;
4. Describe any relationship with any other entity (such as City, County, State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

**Failure to respond to ALL items as indicated above, will result in Offeror's disqualification.**

### **32. Disclosure Regarding Responsibility**

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
  1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
  3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
    - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending

administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

- b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
  - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the Chief Procurement Officer or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Chief Procurement Officer or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Chief Procurement Officer may terminate the involved contract for cause. Still further the Chief Procurement Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Chief Procurement Officer.

**33.** The Local Preferences shall not apply because the expenditures for this RFP includes federal funds.

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

#### B. NUMBER OF COPIES

##### 1. ELECTRONIC SUBMISSION ONLY Responses

**Proposals in response to this RFP must be submitted through City of Santa Fe's Purchasing email ONLY**, the Offeror need only submit one single electronic copy of its proposal (Technical) as outlined below. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* Separate the proposals as described below into separate electronic files for submission.

Proposals must be submitted in the manner outlined below. The Technical portion of Offerors proposal **must** be submitted as indicated below in this section, and **must** be prominently identified as "Technical Proposal" on the front page of each upload

- a) **Technical Proposals** – One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.*
- b) **Confidential Information**: If Offeror's proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files** :
  - One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.2.a above as **unredacted** (def. Section I.F.43) versions for evaluation purposes; and
  - One (1) **redacted** (def. Section I.F.32) ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the first page of the electronic file;

The ELECTRONIC proposal submission must be fully submitted to:  
**[purchasing@santafenm.gov](mailto:purchasing@santafenm.gov)** by the submission deadline in Section II.B.6.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

## C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

### 1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

#### **Technical Proposal – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.**

- A. Signed Letter of Transmittal
- B. Signed Campaign Contribution Form
- C. Signed Non-Collusion Form
- D. Signed Conflict of Interest Statement for Consulting Firms
- E. Table of Contents
- F. Proposal Summary (Optional)
- G. Response to Contract Terms and Conditions (from Section II.C.15)
- H. Offeror's Additional Terms and Conditions (from Section II.C.16 )
- I. Response to Technical Specifications **Organizational References which should be submitted directly by your Referee to Purchasing@ santafenm.gov )**
  - 1. Organizational Information
  - 2. Mandatory Specification
  - 3. Desirable Specification
- J. Work Hour Schedule
- K. Other Supporting Material (if applicable)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed rates or expenses must occur ONLY in the Unit Rate Schedule.**

A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**



## **IV. SPECIFICATIONS**

### **A. DETAILED SCOPE OF WORK**

This project will involve the construction of an underpass which could be a large concrete box culvert or large corrugated metal pipe under St. Michael's Drive. Its objective is to improve safety and decrease travel delays from pedestrians/bicyclists crossing St. Michael's Drive at the current at-grade crossing.

The underpass would be approximately 120' in length, 12' in width to accommodate pedestrian/bicycle traffic traveling in both directions and a height of 10' to avoid impacting any utilities. However, the actual depth of the structure needs to be evaluated in greater detail based on detailed location survey and subsurface utility investigations. Approaches to the underpass would be approximately 400' on the north end and 135' on the south end and would tie-in along the existing trail alignment. In order to build this structure right-of-way to widen the trail to the west need to be purchased.

Typical of an underpass project the Offeror need to address in the design both perceived and real safety issues in using an underpass such as adequate lighting, CCTV, ADA accessibility, as well as other technical issues such as drainage, ROW, etc. The design will be done in accordance with applicable standards set out in the AASTHO design guides and City standards. Permanent signing and construction detours and signing will be in accordance to the MUTCD. And as the project progresses, 2-3 public review meetings are envisioned to engage area residents and other key stakeholders.

The basic tasks the Offeror will be expected to accomplish for the project are listed herein. The Offeror shall submit a Project Plan, expanding in detail on the work items listed below, describing its approach to the project, along with a schedule, to indicate how the work will be accomplished. Further description of basic services is as follows:

#### **PHASE I – STUDY**

1. Environmental Investigations and Documentation
2. Property Ownership, Location Survey and Mapping
3. Coordination
4. Public Involvement

#### **PHASE II – PRELIMINARY & FINAL DESIGN**

1. Property Ownership Maps
2. Utility Designation, Location, and Mapping
3. Preliminary and Final Drainage Report
4. Geotechnical Investigations
5. Preliminary Design Plans
6. Right-of-Way Design
7. Final Design
8. Coordination

## 9. Public Involvement

### **PHASE III – BIDDING SERVICES**

1. Environmental Investigations and Documentation
2. Construction Bid Documents

### **PHASE IV – CONSTRUCTION SERVICES (IF REQUIRED)**

1. Construction Engineering and Management
2. Public Involvement

### **PHASE I – STUDY**

#### **1. Environmental Investigations and Documentation**

Prepare environmental document that is appropriate for this project. The Offeror will select logical termini for addressing environmental concerns on a sufficiently broad scope. The environmental document shall be prepared in accordance with the NMDOT Action Plan, FHWA Technical Advisory T 6640.8A, 23CFR Part 771 and other applicable guidelines and regulations. The environmental document shall address: the purpose of the assessment; the need for the project; project history; analysis of a range of alternatives including the no-build; impacts to the natural and human environment; appropriate mitigation measures; public involvement, and coordination with federal, state, city, and county agencies, railroad companies and other entities.

The environmental investigations must be conducted by an interdisciplinary team including qualified environmental and natural resources specialists. A qualified environmental professional will be responsible for preparation of the environmental document.

The environmental document summarizes the environmental investigations, agency coordination, and public involvement. The efforts must be commensurate with the potential for environmental impacts. Documents submitted to the City which are incomplete as determined by the Project Manager will not be reviewed. Documents that are complete shall be reviewed once and comments made to the Consultant. Complete documents will have a comprehensive discussion of purpose and need, alternatives as appropriate and environmental investigation as described in this RFP. Errors or omissions not adequately corrected from the first review will be subject to liquidated damages which will be withheld from final payment of the contract.

#### **A. Environmental Assessment Outline**

1. Executive Summary: A brief overview of the project, process, critical issues and conclusions.
2. Project Purpose and Need: Include an explanation of the planning requirements of TEA-21.
3. Project Description: Include discussion of project history and alternatives considered.

4. Environmental Factors: Discuss environmental factors in proportion to the magnitude of concern. Critical issues will be treated in detail and other issues summarized and included by reference:
  - a. Consistency with land use plans
  - b. Socioeconomic issues including discussion of Title VI and environmental justice as appropriate
  - c. Right-of-way, land transfers, and relocations
  - d. Natural, scenic, and visual resources including, as appropriate, discussion of general project setting, physiography, geology, seismicity, paleontology, and natural landforms
  - e. Air quality including, as appropriate, discussion of Clean Air Act, National Ambient Air Quality Standards, Air Quality Control Regions, and the State Implementation Plan
  - f. Noise impacts including discussion of the New Mexico State Highway Commission Policy on Noise Abatement
  - g. Surface water quality including, as appropriate, discussion of 404 permitting, section 404(b)(1) guidelines and requirements and 401 certifications
  - h. Ground water quality including, as appropriate, discussion of detention/retention ponds and consultation with the New Mexico Environment Department Groundwater Bureau, Notice of Intent for a Discharge Plan
  - i. Wetlands including discussion of Executive Order 11990 and, as appropriate, 404 permitting and 401 certifications
  - j. Flood plains including discussion of Executive Order 11988
  - k. Wildlife resources and wilderness areas including, as appropriate, discussion of Migratory Bird Treaty Act, Wild and Scenic Rivers Act, the Wilderness Act, consultation with management and regulatory agencies, etc.
  - l. Threatened and endangered species including discussion of the Endangered Species Act and Section 7 consultation with the US Fish and Wildlife Service
  - m. Soils and vegetation including, as appropriate, discussion of the National Pollutant Discharge Elimination System, storm water pollution prevention plan, best management practices, etc.
  - n. Farmland issues including, as appropriate, discussion of consultation with the Natural Resources Conservation Service and the Farmland Conversion Impact Rating (FCIR)
  - o. Historic and cultural resources including discussion of the National Historic Preservation Act and consultation with the State Historic Preservation Officer
  - p. Section 4(f) and Section 6(f) properties
  - q. Utility adjustments
  - r. Hazardous materials including, as appropriate, discussion of the RCRA, CERCLA, underground storage tanks, initial site assessments and other investigations consistent with the NMSHTD Hazardous Waste Handbook, etc.
  - s. Construction impacts
  - t. Noxious weeds
  - u. Pedestrians, cyclists and equestrians
  - v. Secondary and cumulative impacts
  - w. Irreversible and irretrievable commitment of resources

- x. Relation between short term use of the human environment and maintenance of long term productivity
- y. Summary of environmental impacts
- z. Environmental commitments and mitigation measures
- aa. Public involvement and agency coordination including discussion of the Public Involvement Plan, citizen advisory committees, cooperating agencies, etc.
- bb. References and list of preparers

#### B. Input Synopsis

The Input Synopsis and draft request of the Environmental Assessment (EA) shall be submitted to the City. The Input Synopsis shall contain copies of the public involvement handouts and written comments. It shall also contain the EA circulation list, responses to verbal and written comments and the public involvement summary and transcript. All studies, commitments and recommendations must be summarized and finalized (cultural resources, agency permits, etc.).

#### C. Copies

The Offeror shall provide ten (10) copies of the approved EA to the City. The Offeror shall also produce sufficient copies of the EA and mail them for appropriate public and agency review of the document. The Offeror shall provide three bound copies of the Input Synopsis to the City.

#### D. Environmental Investigations

The environmental investigations will include, if appropriate, surveys and analyses in the following areas:

- a. Biological surveys conducted by qualified biologists including a biological survey report and biological evaluation for threatened and endangered species and, if necessary, an official Biological Assessment and Evaluation for Endangered Species Act compliance regulatory agency review and approval.
- b. Wetland determination and delineation including, if necessary, a Wetland Delineation Report for regulatory agency review and approval.
- c. Section 4(f) determination and evaluation including, if necessary, an official 4(f) Determination Report for land management agency and FHWA review and approval including avoidance options, alternative evaluations and measures to minimize harm.
- d. A visual impact assessment including, if necessary, a separate Visual Impact Assessment Report for City review and approval.
- e. A noise analysis including, if necessary, a separate Noise Analysis Report for City review and approval.
- f. An air quality analysis including, if necessary, a separate Air Quality Analysis Report for City review and approval.
- g. Other surveys, investigations, and analyses may be required as appropriate to the project.

Environmental investigations must include analyses of all issues mandated by the National Environmental Policy Act (NEPA) as well as other state and federal environmental

legislation, including Executive Orders on Wetlands, Floodplains, and Environmental Justice. The environmental investigations shall include evaluations of all appropriate alignment and typical section alternatives, including the no-build option and avoidance options. Environmental investigations will also include, as appropriate, measures to minimize harm, enhancement measures and measures to mitigate impacts. Cultural resource investigations shall include Historic Building Inventories and Tribal Consultations as required by the National Historic Preservation Act, Section 106.

The environmental investigations will include a cultural resources survey and preparation of a final report that meets all federal and state requirements. Four (4) copies of the final Cultural Resources Survey Report shall be submitted to the City. The cultural resources survey must be conducted by a qualified archaeologist.

All environmental reports submitted to the City are subject to City approval before investigations are accepted as complete. Based on engineering, cost, environmental and right-of-way impacts, the Offeror shall determine, recommend and obtain the City's concurrence on the preferred alternative to be used for location approval in the environmental document and for final design.

## **2. Property Ownership, Location Survey & Mapping**

Research and investigate adjacent property ownership within areas of new construction by use of County/and or City records. The Offeror shall provide a location survey (including location of fences, structures and above ground utilities), controlled aerial photography, computer mapping services and digitized cross sections. All surveying shall be performed under the direct supervision of a New Mexico Registered Professional Land Surveyor and conform with the Minimum Standards for Surveying in New Mexico adopted by the New Mexico Board of Registration for Professional Engineers and Surveyors.

The Offeror, having obtained all the necessary records and field data, will show all pertinent survey data and information (i.e. existing right-of-way limits, property lines, monuments, structures, etc.) and tie to existing or set monuments on or near the project area. Survey information shall be prepared at the same scale as the planimetric plan and profile sheets and shown on these sheets.

## **3. Coordination**

The Offeror will be responsible for all coordination necessary to accomplish the work required by the contract. This responsibility shall include coordination with all property owners and federal, state, city, county, schools and other agencies having jurisdiction or interest in the project. This will include obtaining approvals and/or concurrence on all work that is to be completed by the Offeror including work completed by sub-contractors working under this contract.

This responsibility shall also include obtaining all formal (written) and informal (verbal) approvals. For any required formal approvals, the Offeror will provide the City with all required data and draft letters of transmittal. In the event the Offeror is not successful in

obtaining formal approvals, the Offeror shall promptly notify the City in writing, and the City will assist in resolving the matter.

In addition to the above, the Offeror shall be responsible for:

- a. Scheduling all design reviews
- b. Distributing all reports, plans and documents
- c. Writing design review reports
- d. Writing Design Team meeting reports
- e. Performing property owner interviews and documenting the interviews
- f. Scheduling PS&E Office Review
- g. Writing PS&E Office Review Report
- h. Being the focal point, for the flow of all project activity, including the sub-contractor work
- i. Providing monthly progress reports for design, utility, environmental, right-of-way and construction
- j. Providing periodic presentations to the City. (i.e. City Council and Committees), Local or Regional Planning Organization (LPO/RPO), State, etc.

#### **4. Public Involvement**

Public involvement activities will be proposed by the Offeror in a Public Involvement Plan (PIP). The PIP will be submitted to the City for review and concurrence.

It is anticipated that a high level of public involvement will be required. This level of effort typically involves several public information meetings, a public awareness program and at least one public hearing. The Offeror shall be responsible for the implementation and cost of all public meeting/hearing coordination including advertisement of the meetings, arrangement and cost for required recording equipment; news media coordination; providing and arranging for the meeting facilities; responding to agency and public comments; preparation of handouts, exhibits and displays; coordination of meetings; preparation of reports of all meetings and contacts; preparation of transcripts and summaries of public meetings; and any coordination with the general public, property owners, or agency involvement that may be required before or after the public meetings.

Property owner contacts shall be conducted in the field by arranging to meet with owners at their respective parcels. An overview of the project will be discussed and include preliminary access, drainage, and fencing issues. Also, the specifics on how the property owner's access, fencing, gates, drainage, etc., will be affected by the project are to be discussed.

If applicable, the Offeror shall be responsible for following the City Land Development Code, Chapter 14-3.1(F), Early Neighborhood Notification (ENN) Procedures (i.e. notice of public meetings).

## **PHASE II – PRELIMINARY & FINAL DESIGN**

### **1. Preliminary Property Ownership Maps**

Provide Preliminary Property Ownership Layout Maps. These maps may be prepared using county and/or city records and GIS orthophotography in conjunction with the location survey. Maps shall be prepared at the same scale as the planimetric P&P sheets.

### **2. Utility Designation, Location, and Mapping SUE Level (A)**

#### **A. Scope of Subsurface Utility Engineering Services**

The Subsurface Utility Engineering (SUE) process is to identify the type, size and the ownership of existing underground and overhead utilities and establish their exact/precise location within the proposed project limits of City proposed construction projects. The process shall include all necessary records research, field investigations (designation), potholing (locating), surveying and mapping, design analysis and recommendations relative to impacts on existing and/or proposed utility systems on City projects. The process may also include utility relocation design and estimates. Subsurface Utility Engineering services shall be provided by qualified, experienced SUE consultants, who must meet the minimum requirements/standards outlined below prior to providing services.

“Accurate” shall mean 0.30 meters to 0.60 meters (1.0 to 2.0 feet), unless a more precise tolerance is specified. The SUE Consultant shall also designate wells and septic systems. While performing the designating activity, the SUE Consultant may excavate test holes, at no expense to the City, for the purpose of determining the approximate depth of the utility. Any markings on sidewalks or roadways for survey identification shall be of a temporary nature. The SUE Consultant shall provide the Consultant and the City with all data secured in hard copy plan sheet(s) Micro-station) format. After completion of the designating phase, the SUE Consultant shall consult with the Project Manager, and the Consultant to discuss the findings, potential impacts and to establish the scope of additional SUE activities.

#### **B. Utility Locating**

For the purpose of this contract, “locating” shall mean to obtain exact/precise horizontal and vertical positions of utilities by excavating test holes. The test holes shall be done by vacuum excavation system and in a manner so as not to cause damage to utilities or other underground structures. This activity shall only be added in the event the design team determines this information is needed and shall be added by an amendment (if necessary) to the City/Consultant contract. This activity shall be performed prior to the 60% completion design review and only based on information secured during the designating activity and at the direction of the design team. This activity shall require the SUE Consultant to provide exact/precise three-dimensional plan and profile mapping, tied to City survey control, of utilities and related structures for making final design decisions. The SUE Consultant shall use City approved survey books to record all surveys and shall also use City monuments and benchmarks referenced in the book and control lines provided by the City. All surveying and designation of monumentation within the limits of the project shall be coordinated through and

submitted to the Project Manager. All horizontal control shall be oriented to the New Mexico Grid System, and all elevations shall be based on the National Geodetic Survey (NGS) mean sea level datum of 1988.

The survey information shall contain horizontal location and vertical elevation every 500 feet (150 meters) or as specified, and referenced to project datum at top and bottom of the utility, true elevation of existing grade over the utility at the test hole, outside diameter of utility and configuration of non-encased multi conduit systems, utility structure material composition if ascertainable, paving thickness and type, and other pertinent information as is reasonably available from the test hole site.

References to project datum shall maintain vertical and horizontal tolerance to 2.5 centimeters (one inch), unless a more precise tolerance is specified for the specific location(s) being investigated.

#### C. Traffic Control

The City will strictly enforce its policies and procedures. All work in the City of Santa Fe shall be performed in accordance with the following:

- a. Latest edition of the NMDOT Standard Specifications for Highway and Bridge Construction.
- b. Manual on Uniform Traffic Control Devices (MUTCD 1988 Edition).

For the purpose of traffic control and possible lane closures, before initiating any field surveys or test pits, the SUE Consultant shall be required to obtain a permit from the City.

The SUE Consultant shall be required to submit a Traffic Control Plan (TCP), which must be approved by the City before the permit can be issued. The SUE Consultant shall be responsible for providing all labor, materials and equipment necessary for TCP at the SUE Consultant's expense. The TCP shall include, but is not limited to: temporary traffic control signs, channeling devices, arrow panels, traffic barriers (i.e. attenuator barrels), impact attenuators, flaggers, temporary pavement markings, etc., and all other equipment and labor necessary to effectively implement the approved Traffic Control Plan.

#### D. Analysis, Recommendations and Design

When the SUE Consultant has performed all necessary research, designating and locating services, he/she shall determine to what extent the proposed roadway improvements will impact the utilities and prepare a report outlining avoidance alternatives, required adjustments and/or relocations and cost estimates to perform those relocations. This activity shall be planned and timed to occur within thirty (30) days of completion of the 60% completion design review. In certain instances, the SUE Consultant may be asked to prepare utility relocation design plans and specifications for inclusion into the City's contract documents.



The SUE Consultant shall be capable of providing relocation design for telecommunications, water, gas, electrical and sanitary sewer facilities. Experience in utility design, roadway engineering and storm drainage design are important factors. Recommendations on how to resolve conflicts with utilities during highway design will be required so as to reduce utility relocation costs.

The SUE Consultant shall prepare a report indicating the findings, recommendations and actions resulting from the work they performed. The report shall include, but not be limited, to a cost-benefit analysis of the Subsurface Utility Engineering process for this project, i.e., how many dollars were saved for each dollar expended. The SUE Consultant shall also submit a final financial tabulation for this project, including a breakdown of all costs associated with the SUE process on a per unit basis.

E. Certification of Work

In all cases the SUE Consultant must certify his/her work, and such certification shall include the signature and seal of a Professional Engineer and/or a Professional Licensed Surveyor, who is registered in the State of New Mexico.

F. Manpower

The SUE Consultant shall list four (4) key staff personnel. The key staff shall include:

- a. A Professional Engineer registered in the State of New Mexico with expertise in subsurface utility engineering
- b. A Professional Land Surveyor registered in the State of New Mexico with expertise in surveying utilities
- c. Qualified Geologist
- d. Project Manager/Liaison

The SUE Consultant shall provide all equipment, personnel and supplies required to perform its research, designating, locating, design and other services. The SUE Consultant shall obtain all necessary permits from the state, city, county, or other municipal jurisdictions, to allow the company to work in existing streets, roads and right-of-way for the purpose of marking, measuring and recording of existing utilities. The SUE Consultant shall notify Blue Stake or One Call prior to any field work and shall be responsible for any fees incurred.

G. Equipment

The SUE Consultant shall list the quantity and different types of equipment that will be used for designating and locating services. This listing shall be in the technical proposal.

H. Professional Liability Coverage

The SUE Consultant shall have and maintain professional liability insurance that covers his/her subsurface utility operations and insurance for his/her professional services that will hold the City harmless for errors and omissions until construction of this project is complete.

I. Undersigned Sub Consultant Services

The SUE Consultant shall list all sub-consultants that are expected to provide services under this contract. The Contract shall also include a separate sum of money for undesignated sub-consultant services that may be required for unique circumstances.

In addition to the requirements outlined previously, the Subsurface Utility Engineering firm selected to perform services for the City must also meet the following minimum standards:

1. Demonstrate (list of projects and contacts) a thorough knowledge and understanding of designating, locating and data management activities. The SUE Consultant must have five years minimum experience as a Subsurface Utility Engineering service provider.
2. Individuals assigned by the SUE provider to carry out the work assignments must be well trained. The SUE Consultant must provide an on-going training program to the City prior to being pre-qualified and accepted as a SUE service provider by the City.
3. Individuals assigned by the SUE provider to supervise daily operations on each crew must have a minimum of two years SUE crew experience.
4. The Project Manager must have previous experience in the management of two or more SUE contracts, and must be available to commit sufficient time to the project.
5. The SUE provider must demonstrate the capacity to pool resources and respond to the needs of the City in a timely manner.
6. The SUE provider must have vacuum excavation or comparable non-destructive locating equipment capable of successfully completing the task, considering the soil conditions for the geographic region and/or the depth of existing utilities.

J. Mapping and Data Management

After identifying existing and future utility locations as requested by the City, the SUE Consultant shall map utility locations onto plans and/or aerial photographs as directed by the City. The SUE Consultant shall also be required to provide the Consultant and the City all information in hard copy and electronic file or Micro-station format. All electronic files provided by the SUE Consultant shall ultimately be capable of successfully being merged into the city project plan and profile and cross-section sheets. The SUE Consultant may be required to record the locations of the utilities on a City approved form that will be used for prior rights determination. If a price proposal is requested for this activity, the Consultant shall propose a unit cost per activity as outlined in the rate schedule for subsurface utility mapping services. The unit cost shall include all equipment, the operator and other support personnel for each activity.

### **3. Preliminary and Final Drainage Report**

Prepare Preliminary and Final Drainage Reports. The drainage reports will require a detailed study of the project area and recommendations are to be developed with alternate proposals to correct any of the problems.

#### **A. Preliminary Drainage Report**

Prior to performing a preliminary drainage study, the Offeror shall meet with the City's Project Manager to discuss the hydrologic analysis of existing and proposed drainage structures. The Preliminary Drainage Report shall summarize the results of the preliminary drainage analysis. The report shall include:

- a. Floodplain Management Related Issues (i.e. floodway development, no rise, Conditional/Letter of Map Revision (CLOMR/LOMR), etc.)
- b. Discussion of soil types
- c. Vegetation and land use distribution
- d. Curve number or rational formula "C" calculations
- e. Time of concentration calculations
- f. Drainage area topographic map with existing structures inventory
- g. Drainage areas
- h. Design (50-year) and 100-year discharges and their corresponding headwater depths. Design discharge frequency calculated shall be determined based on the overall project needs to provide flood protection, erosion protection, storm water quality enhancement and meet all floodplain management criteria.
- i. Summary of the drainage field inspection results including City personnel (public and other local agencies) interview and drainage structure field inspection forms.
- j. Construction Manager Engineer (CME) is required to construct the structures
- k. Summary table of existing and recommended drainage structure sizes and types, and identification of sources used in the analysis.
- l. Preliminary erosion protection and energy dissipaters design and preliminary details

For urban projects, the preliminary hydraulics shall be computed based on existing information to provide scope of drainage work and cost estimate that will be the basis for the Final Scope Report and the Final Drainage Report. The Preliminary Drainage Report shall include preliminary design and locations of drop inlets, trunk lines, other preliminary drainage data, and dimensions of CME's and ponds needed.

Floodplain issues shall be addressed completely to assure the project follows all applicable federal, state and City of Santa Fe regulations.

#### **B. Final Drainage Report**

The Final Drainage Report is basically a refinement of the Preliminary Drainage Report. A detailed hydraulic analysis such as: backwater profiles, flow velocities, scour calculations, and other hydraulic design data are required for major structures and design of permanent erosion protection.

In preparing the Final Drainage Report, the Consultant shall perform, on all major structures or channels, a hydraulic analysis using the HEC-2, HECRAS or WSPRO computer model to develop water surface profiles for the existing conditions and for the proposed conditions. An approved Final Drainage Report shall be prepared for the selected alternative which shall incorporate all pertinent design data into a concise document including: drainage map(s); inventory of existing drainage structures; detailed structure recommendations including drainage areas, design discharges, head water depths; and a Water Surface Profile Structure Layout Sheet for any major structures. If a retention pond is needed, the Offeror shall prepare and submit a Notice of Intent (NOI) groundwater application, as may be required. If Section 401 and 404 applications are required, the Offeror shall prepare and submit the necessary applications with the approval of the City. This work shall not be done prior to the completion and approval of the environmental documentation.

For urban projects, include in the Final Drainage Report the storm drain design data at each drop inlet and manhole such as design discharges, carry over discharges, intercept discharges, and other hydraulics data. The construction plans shall include storm drain system data such as hydraulic grade line for 100-year discharge, invert elevations, slopes, velocities, and discharges.

If the disturbed area is greater than one acre, the Offeror shall prepare a storm water pollution prevention plan (SWPPP). The Offeror shall also prepare temporary erosion and sediment control plans (TESCP). Additional information regarding the SWPPP and TESCP may be available from the NMDOT Drainage Section.

The Offeror shall use the NMDOT Drainage Design Manual, July 2018” or current revision and “National Pollutant Discharge Elimination System Handbook, January 1997” or current revision for methodologies in preparation of the Final Drainage Report.

C. Copies

The Offeror shall furnish three (3) bound hard copies and one (1) electronic copy of the Preliminary and Final Drainage Reports for City Staff review and comments.

**4. Geotechnical Investigations**

A. Geotechnical Services – General

The Offeror may be required to provide geotechnical recommendations and a Geotechnical Report. The Geotechnical Report will be submitted as part of the Preliminary Design of the selected alignment.

The City may elect that the Offeror provide geotechnical services as defined below:

1. Geotechnical Investigation and Laboratory Testing Geologic/geotechnical exploration shall follow the procedures, requirements and guidelines as outlined in the latest edition of the NMDOT Materials Geotechnical Manual. The Geotechnical

Report shall present data collected during the geotechnical investigation. Information shall include at least the following:

- a. Project location map
- b. Description of the project scope
- c. Presentation of the field investigations
- d. Descriptions of the earth materials encountered during the field investigation
- e. Laboratory test results including consolidation, tri-axial testing of undisturbed samples if clay soils are encountered, direct shear tests, rock core point load and unconfined compression tests (rock cores)
- f. For drainage structures, the need for borings will be determined on a site by site basis.
- g. Geophysical test results.
- h. Plan and profile sheets with test holes or pits shown in plan and profile views.

2. Geotechnical Design Recommendations

Final design recommendations shall address some or all of the following:

- a. Stabilization/densification of unsuitable embankment or native soils
- b. Slope stability/steepened slope design
- c. Mitigation of settlements
- d. Rock excavation and blasting requirements
- e. Maximum cut slope angles in soil and rock
- f. Suitability of foundation soils or rock to support an embankment or structure
- g. Shrink and swell factors of earthwork
- h. Groundwater affecting the project/need for cut-off trenches
- i. Special treatments, i.e. use of geotextiles, soil nails, pressure grouting, etc.

3. Geotechnical Report

The Geotechnical Report shall document the results of the geotechnical activities. The geologic and geotechnical study of the final alignment within the corridor shall make final geotechnical design recommendations to provide for a stable roadway prism including final pavement design. An electronic copy of this report shall be submitted to the City in conjunction with the Preliminary Design Plans.

B. Geotechnical Services – Structures and Foundations

The Offeror may be required to provide geotechnical recommendations related to any structures and submit a Foundation Report. The Foundation Report, to include detailed recommendations for structures and retaining walls, shall be prepared for the selected structure alternatives.

The City may elect that the Offeror provide geotechnical services as defined below.

1. Retaining Walls

Retaining walls shall be designed based on AASHTO and/or FHWA DEMO 82 Reinforced Soil Structures design guidelines. Bearing capacity, settlement, and global stability analysis shall be performed at all retaining walls to insure serviceability of the walls. Requirements for stabilization of unsuitable subsoils will

be specified where required to meet serviceability requirements. Mechanically Stabilized Earth (MSE) walls will utilize NMDOT's approved MSE wall manufacturers.

2. Approach Embankment Analysis

Approach embankments shall be analyzed for long-term settlement potential, including settlements due to low in-situ density, hydro-collapsible soils.

Requirements for stabilization of unsuitable subsoils will be specified where required to meet serviceability requirements. Approach embankments shall be specified for 100% standard Proctor density as required by City standard details with approach slabs bearing on AASHTO A-1-a material.

3. Foundation Report

The Foundation Report shall document the results of the field exploration and laboratory testing, bridge foundation recommendations and analysis and retaining wall recommendations and analysis. All work shall be completed according to the standards set forth in the most recent edition of the NMDOT Materials Geotechnical Manual. The Foundation Report may be included as a part of the Geotechnical Report.

**5. Preliminary Design Plans**

The Consultant shall provide or conduct the following:

A. Preliminary Design Report

The Offeror shall prepare and print up to 12 copies of a final Phase I report, which shall include recommendations based on the work performed in the preparation of the drainage reports and the preliminary design plans. Also included in this report will be a detailed construction cost estimate by construction type, and location. The Offeror should contact the City to ascertain the required numbers of copies of the Preliminary Design Report.

B. Preliminary Field Review

The Offeror shall conduct a preliminary field review (PFR) after the location survey and mapping is complete. The PFR will be held to establish the preliminary scoping for the project.

C. Preliminary Design Plans

Provide preliminary design plans (30% completion plans) for the project to be finalized, which shall include: geometrics, traffic control plan, plan and profile sheets, and a preliminary construction cost estimate by construction type. Project plans will include: recommended horizontal and vertical alignment, typical roadway sections, culvert sections, intersection layouts, drainage requirements, slope limits, right-of-way requirements, utility relocation/adjustment requirements, preliminary earthwork analysis, and structure requirements such as bridges, retaining walls, and major drainage structures. Project plans shall be prepared to the City's standards for general

content and format. Plans shall be prepared for the alignment and typical sections, as approved by the City.

**D. 30% Completion Design Review**

Schedule and conduct the 30% completion design review. The review shall include the preparation of the 30% completion review report. Project plan shall be prepared to the NMDOT's standards for general content and format, in CAD version compatible with or fully convertible to the City's current AutoCAD software version. The Offeror shall submit (3) three bound sets of plans (50% reduced) and (1) PDF set for the review. Additional sets may be requested by the City. All information must be completely legible on the plan sets provided.

**6. Right-of-Way Design**

The City may require right-of-way design services. If required, a portion or all of the services listed below will be negotiated. When right-of-way design services are necessary, the Offeror will provide right-of-way surveying, mapping, title reports, appraisal, negotiation and monumentation.

**A. Right-of-Way Surveying**

The development of the right-of-way surveying work shall be closely coordinated with the City staff.

All right-of-way surveying shall be performed by a Professional Surveyor licensed in New Mexico and ultimately should conform with Rule(s) 500.6 and 500.7 of the Minimum Standards for Surveying in New Mexico adopted by the New Mexico Board of Registration for Professional Engineers and Surveyors. Right-of-way surveying, mapping, and monumentation should also conform with the latest NMDOT Right-of-Way Surveying, Mapping, and Monumentation Procedures/Policies and subsequent guidelines, standards, revisions and amendments.

Prior to commencing right-of-way surveying, the Offeror shall meet with the City to review and concur on the scope of right-of-way surveying, mapping and monumentation required based on the 30% completion plans, report and the preliminary property ownership layout maps. Right-of-way surveying, mapping, and monumentation will be performed only in areas where new right-of-way is required. The Offeror shall then submit the workhour and fee proposal for the right-of-way surveying, right-of-way mapping and monumentation requirements to the City.

Upon receiving approval on the scope of right-of-way surveying work to be performed and after completing the necessary right-of-way and property boundary research, the Offeror shall proceed with the right-of-way field survey and locating existing right-of-way limits and intersecting property lines impacted by proposed fee take parcels and construction maintenance easements. Also, locate all fences, structures, septic tanks, billboard signs and other improvements which may be affected by proposed right-of-way widening, appraisals, acquisitions, etc. Some of these features may have been obtained during the location survey phase of the project but they may need to be

appropriately tied to the right-of-way surveys and maps. Also, provide sufficient survey information on ties to existing or set monuments on the project.

The Offeror, having obtained all the necessary field data, will prepare the right-of-way survey maps and will show all pertinent survey data, existing right-of-way limits, intersecting property lines, accepted and rejected monuments, encroachments, buildings, billboard signs or structures within fifty feet of the right-of-way, etc., annotation and notes upon which future right-of-way acquisition boundaries will be electronically overlaid and computed.

**B. Right-of-Way Mapping**

The Offeror shall meet with the City to review the completed right-of-way survey map. Key topics of review and discussion at this session will be confined to the methodology utilized in the determination of existing right-of-way limits, intersecting property lines, encroachments, hiatus, prescriptive rights, accepted/rejected monuments etc. This meeting should be scheduled prior to beginning the preparation of right-of-way maps.

The Offeror will prepare the preliminary right-of-way maps for presentation and review at the 60% completion design review. Immediately following the review and, prior to the 90% completion design review, the Offeror shall submit three (3) final Right-of-Way Map print sets of the final Right-of-Way Map with one copy of all documents including legal descriptions and title reports to the City for first review. Ownership shall be shown on the Right-of-Way Maps exactly as listed in the title reports. These final Right-of-Way Maps shall locate all parcel takes and construction maintenance easements. Temporary construction permit locations shall also be shown on the map if they are in areas for which mapping has been developed. All temporary construction permits shall, however, be listed on the parcel block sheet of the final Right-of-Way Maps as well as shown on the plan and profile sheets. The City will not provide an extensive detail check of any of the final maps and plans. Therefore, any errors and/or omissions in the final Right-of-Way Maps, legal descriptions, and subsequent monumentation mapping and staking will be the full responsibility of the Offeror. Acceptance of the final Right-of-Way Map or other work products developed under the contract and termination of the contract when work is completed will not remove the responsibility of the Offeror as outlined above.

The second review prior to the 90% completion design review is primarily for the purpose of assuring that the red-lined markups of the first review set have been made and to assure that items of concern resulting from the first review are adequately addressed and communicated to the Offeror. If alignments or other major changes occur to the Right-of-Way maps presented for the first review, the City shall be notified and may result in additional time necessary for reviews by the City.

**C. Title Reports**

All title services work shall be performed in accordance with Executive Order No. 89-15, dated March 30, 1989 and the policies and procedures as contained in the NMDOT Right-of-Way Handbook, Volume II, utilizing the forms and/or formats set out therein.



Note: For work-hour estimates assume 10 title reports will be required, each a 33-year abstract.

D. Takes and Construction Maintenance Easements (CME's)

The Offeror shall provide the following:

- a. A 33-year certified title search on every parcel affected in the right-of-way acquisition.
- b. A Chain of Title (Index) reflecting all transactions affecting said parcel shall be provided.
- c. Copies of all pertinent documents described in Chain of Title (Index).
- d. A five-year tax search (or computer printout) reflecting the current assessed owner, address, description of property and the amount of taxes for the current assessed year reflecting whether paid or unpaid.
- e. Caption sheet or title sheet showing current owner and address of record, description of property being abstracted.
- f. Work map and index identifying each parcel abstracted.
- g. Information on any mortgages, liens, or judgments that have been released of record does not have to be shown on said search. For any probates or district court proceedings only pertinent proceedings need be shown, not the complete case file.

E. Temporary Construction Permits (TCP's)

The Consultant shall provide the following:

- a. Provide current ownership.
- b. Title sheet showing current owner, address of record, description of property, document creating ownership and certificate.

1. General

A. The Offeror shall:

- a. Execute and submit with each title report the "Certificate of Title" form and hold the title reports in confidence and reveal the title reports or opinions only to the City unless otherwise directed in writing by the City.
- b. Deliver title reports to the City "satisfactorily completed" in a timely manner. Delivery of such shall be defined as (1) actual transfer of possession in the form approved by the City incorporating all required corrections and clarifications, and (2) written acceptance by the City of the Consultant's work.
- c. The City's acceptance or rejection of the Consultant's work product shall be given in writing. The City shall return deficient or inadequate title reports within 30 calendar days of receipt.
- d. The dates for the submission of title reports shall be determined at the initial meeting between the City and Consultant.
- e. All documents must be letter size, except for surveys and/or maps, which may be folded. All title reports must be bound securely (abstract

form). All title reports submitted must be prepared by a licensed and bonded Title Company.

- f. Promptly correct all deficiencies and return the title reports for further review within (30) calendar days from date of return.
- g. Be fully responsible for the accuracy of all work.

B. The City shall:

- a. Return to the Consultant, within thirty (30) calendar days of receipt, individual title reports found to be deficient or inadequate with the reviewer's comments, if applicable.
- b. Hold a review of the title work for the purpose of further discussion of the type of title work required.
- c. Make available to the Consultant, City records as may be available and pertinent for the purpose of the work herein described.
- d. Schedule and hold a review with the Consultant and representatives of the City involved in the project as necessary.

F. Monumentation

Upon assignment of a final map date by the City, the Consultant shall prepare the preliminary monumentation mapping, field staking of right-of-way limits as defined by the final Right-of-Way Maps and Right-of-Way Certification and recordation of the final Right-of-Way Monumentation Map(s) will be required. The final Monumentation Maps shall meet the NMDOT's Monumentation Mapping guidelines/policies and current pertinent provisions of the Minimum Standards for Surveying in New Mexico.

## **7. Final Design Plan**

A. 60% and 95% Completion Design Plans

Provide 60% & 95% design plans for the project which may include, but are not limited to, roadway typical sections and pavement design, quantity summary and schedules, plan and profile sheets showing horizontal and vertical alignment, lane configuration and intersection geometrics, permanent signing and striping plans, traffic signal and lighting plans, structure sections, roadway turnouts, slope limits, proposed right-of-way limits, storm drain system identification, drainage requirements, TESCM plan, traffic control plan and sequence of construction, utility relocation/adjustment requirements, earthwork analysis, structure details for bridges, retaining walls, and major drainage structures (and aesthetic details if necessary) and a construction cost estimate by construction type. Identification of areas requiring work permits, temporary construction permits, and construction maintenance easements may also be required. Project plans shall be prepared to the NMDOT's standards for general content and format.

B. 60% and 95% Completion Design Review

Schedule and conduct the 60% & 95% completion design review with appropriate City staff. The Consultant shall prepare the 60% & 95% completion review reports (or meeting minutes).

Project plans shall be prepared to the NMDOT's standards for general content and format, in CAD version compatible with or full convertible to the City's current AutoCAD software version. The Consultant shall submit (3) half-sized bound plan set printed to scale and (1) PDF set. Additional sets may be requested by the City. All information must be completely legible on the plan sets provided.

The Consultant shall provide final design plans, which may include, but are not limited to, the following:

1. General Sheets
  - a. Title Sheet
  - b. Vicinity Map
  - c. Project Layout Sheet
  - d. Index of Sheets
  - e. Summary of Quantities
  - f. General Notes and Incidental Items
  - g. Environmental Concerns and Mitigation Measures
2. Miscellaneous Sheets
  - a. Typical Sections
  - b. Miscellaneous Details
  - c. Surfacing Schedule
  - d. Structure Quantities
  - e. Miscellaneous Quantities
  - f. Curb and Gutter Layouts
  - g. Metal Barrier Layouts
  - h. Erosion and Sediment Control
  - i. Seeding and Landscaping
  - j. Grading
  - k. Visual/Aesthetic Details
3. Plan and Profiles Sheets
  - a. Mainline
  - b. Crossroads
4. Turnout Profiles
5. Bridge/Retaining Wall/Noise Wall Plans
6. Traffic Control Plans
  - a. Notes
  - b. Sequence of Construction
  - c. Sign Face Details
  - d. Traffic Control Plans
7. Signal Plans
  - a. Signal Warrant Analysis for at-grade intersections
  - b. Signal Design Plans
  - c. Interconnect Plans
8. Lighting Plans
  - a. Lighting Analysis
  - b. Lighting Plan

9. Permanent Signing and Striping Plans
  - a. Plans
  - b. Overhead Signs
  - c. Sign Face Details
10. Drainage Plans
  - a. Plan and Profile
  - b. Structure Sections
11. Earthwork Cross-Sections
12. Performance Specifications
  - a. Small projects not requiring full plans

**C. Final Design Package**

The Consultant shall submit the completed final design plans, specifications and estimates and all related documents to the City of Santa Fe. The final design package may include the following:

1. Five (5) full-size copies of final design plans (36"x 24" or 34" x 22"); signed by the City's Public Works Director, Engineering Division Director, ADA Coordinator and Historic Preservation Division Director.
2. Five (5) half-size copies of final design plans (12"x18" or 11"x17").
3. One (1) electronic copy of the final design plans.
4. One (1) hard copy and one (1) electronic copy of the final cost estimate.
5. One (1) electronic copy and three (3) bound final sets of complete bidding documents, including wage rates and signed advertisements.
6. Review of contractor submitted "As-Built plans", preparation and submittal of "As-Built" drawings", two (2) 36" x 24" or 34" X 22" paper copy and an electronic copy on a thumb drive in AutoCAD format (version 2015 or more current).

**8. Coordination**

The Consultant will be responsible for all coordination necessary to accomplish the work required by the contract. This responsibility shall include coordination with the public, all property owners and federal (e.g.s. FHWA, US Fish & Wildlife), state (e.g.s. NMDOT, NMED, SHPO), city (all departments/divisions/committees as required), county, schools (e.g.s. NM School for the Deaf) and other agencies having jurisdiction, management responsibilities, sensitive resource responsibilities, permit authority or interest in the project (e.g.s. Santa Fe Railyard Community Corp., Trust for Public Land, SHPO, NMED, Acequia Madre Ditch Association). This will include obtaining approvals and/or concurrence on all work that is to be completed by the Consultant including work completed by sub- contractors working under this contract.

This responsibility shall also include obtaining all formal and informal approvals. For any required formal (written) approvals, the Consultant will provide the City with all required data and draft/final draft letters of transmittal. In the event the

Consultant is not successful in obtaining formal or informal approvals, the Consultant shall promptly notify the City in writing, and the City will assist in resolving the matter.

The appropriate agencies, the public and other interested groups will be contacted to ensure that the community and governmental concerns are identified and considered for inclusion in the study and design development of the project. The Consultant shall be responsible for all coordination that is required to provide a satisfactory public involvement plan and environmental document, as necessary.

In addition to the above, the Consultant shall be responsible for:

- a. Scheduling all design reviews.
- b. Writing design review reports.
- c. Writing design team meeting reports (minutes).
- d. Distributing all reports, plans and documents.
- e. Performing property owner interviews and documenting the interviews.
- f. Providing monthly progress reports for design, utilities, environmental, right-of-way, and construction.
- g. Providing periodic progress presentations to the City and local elected officials (i.e. Public Works Director, Engineering Division Director, City Council, City Committees, MPO, RPA, etc.)

## **9. Public Involvement**

The Consultant shall be responsible for the implementation and cost of all public meeting (or public hearing) coordination including advertisement of the meetings, arrangement and cost for required recording equipment; news media coordination; providing and arranging for the meeting facilities; responding to agency and public comments; preparation of handouts, exhibits and displays; coordination of meetings; preparation of reports of all meetings and contacts; preparation of transcripts and summaries of public meetings; and any coordination with the general public, property owners, or agency involvement that may be required before or after the public meetings.

Property owner contacts shall be conducted in the field by arranging to meet with owners at their respective parcels. An overview of the project will be discussed and include preliminary access, drainage, fencing or other issues as applicable. Also, the specifics on how the property owner's access, fencing, gates, drainage, etc., will be affected by the project are to be discussed.

If applicable, the Consultant shall be responsible for following City Land Development Code, Chapter 14-3.1(F), Early Neighborhood Notification (ENN) Procedures (i.e. notice of public meetings).

## **PHASE III – BIDDING SERVICES**

### **1. Environmental Investigations and Documentation**

An environmental assessment was completed on January 7, 1998 with a subsequent FONSI on February 1, 2000. A reevaluation of the environmental document will need to be prepared and all necessary permits obtained as deemed appropriate (e.g. NPDES, 401, 404, etc.) at such time it is known construction funds are approved and or allocated for use

for project bidding. Coordination and approvals with all appropriate federal, state and local agencies and authorities will be required, as necessary. Reports must be prepared by qualified environmental and natural resource personnel (archeologists, biologists, etc.). The Offeror will select logical termini for addressing environmental concerns on a sufficiently broad scope. All environmental, cultural, or biological reports, as necessary, shall be prepared in accordance with applicable guidelines and regulations.

## **2. Construction Bid Documents**

The Offeror shall submit to the City a final design (PS&E) package associated with construction bid documents for the project, or as requested by the City, based on funding limits and available budget. The final design packages shall include the following:

- a. One (1) full-size set of stamped final design plans (36"x 24" or 34" x 22", signed by the City's Engineering Division Director, ADA Coordinator and Traffic Engineer).
- b. Five (5) full-size copies of final design plans (36"x 24" or 34"x 22").
- c. Five (5) half-size copies of final design plans (12"x 18" or 11"x17").
- d. One (1) hard copy and one electronic copy of the final cost estimate.
- e. Three (3) bound final sets and one (1) electronic copy of complete bidding documents, including wage rates and signed advertisements.
- f. Review of contractor submitted "As-Built plans", preparation and submittal of "As-Built" drawings" two (2) 36" x 24" or 34" x 22" hard copy and on CD in AutoCAD format (version 2015 or more current).

## **PHASE IV – CONSTRUCTION SERVICES (IF REQUIRED)**

### **1. Construction Engineering and Management**

The City may require Construction Engineering and Management Services during construction. If required, a portion or all the services listed below will be negotiated and added by an amendment to the original contract.

The construction phase will commence with the award of the construction contract and continues until the one-year warranty inspection and report is submitted by the Consultant and approved by the City. The Offeror shall be the representative of the City during the construction phase and shall advise and consult with the City Project Manager regarding construction activities for the duration of the construction phase. Construction phase services will include the resolution of problems encountered during construction. Any additional design services for the St. Michaels underpass project not caused by errors and/or omissions and requested by the City will be authorized by an amendment to the agreement. Any amendments to the agreement shall establish the additional work requirements, amend the contract as required and adjust the time schedules.

The Offeror shall fully execute and participate in the following tasks to implement the construction of the Project in conformance with the plans and specifications:

- a. Preconstruction meeting with the Construction Contractor, Owner, Utilities.
- b. Construction Contractor Notice to Proceed.
- c. Daily construction observation, oversight, inspection and daily diary entry.
- d. Construction management basic services including:
- e. Review of Construction Contractor material submittals or shop drawings.

- f. General project review and response to Construction Contractor's requests for information and clarification.
- g. Verify structure drawings.
- h. Change order review and preparation.
- i. Claims review, documentation, and correspondence.
- j. Provide "As-Constructed Quantities".
- k. Receive, review and approve progress payments (to be forwarded to the City).
- l. Preparation and authorization of field inspections and punch lists.
- m. Review of contractor submitted "As-Built plans", preparation and submittal of "As-Built" drawings on mylar prints (36"x 24) and on CD in AutoCAD format (version 2000 or more current); and
- n. Two-year warranty inspection and report

## **2. Public Involvement**

The Offeror shall be responsible for the implementation and cost of all public information coordination which may include, but is not limited to, providing construction updates and schedules through a project website and media (television, radio and newspaper) press releases and responding to agency and public concerns and comments. Attendance to periodic (most likely weekly) project meetings between the construction contractor, City personnel and other agencies will be required to obtain schedules and notify the public, property owners, businesses, emergency response, transit and other transportation users of road, lane or access closures, detours and other construction activities that may impact traffic. It is essential the Offeror maintain on-going communication with project construction personnel to ensure accurate dissemination of construction related activities to the public.

## **B. TECHNICAL SPECIFICATIONS**

### **1. Organizational Information**

1. Official Name of Business
2. Types of Services provided
3. Legal Form
  - a. Individual, partnership, corporation joint venture, or other.
  - b. Date of establishment under current name.
  - c. Former names, locations, dates.
  - d. Names, titles, professional registration, addresses of firm owner, partners or officers.
  - e. Categories in which firm is legally qualified to do business in New Mexico.
4. Firm Size – State the current number and type of regular full-time employees in office or facility that would be performing the work for this project. How long have these employees been with the firm?
5. Facilities – Describe the office or facility that would be performing the work for this project. Describe field facilities and equipment available for use on this project. State the location of each.

**Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

## **2. Mandatory Specifications**

Offerors must provide a written response and/or a reference to an appropriate paragraph(s) in supporting technical documentation for each specification. The proposal response must follow the order in which the specifications are listed. All the specifications are MANDATORY. Offerors should respond in the form of a thorough narrative to each specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

### **A. Organizational Experience**

Offerors shall submit a statement of relevant company experience, including experience of subcontractors, if applicable. The documentation shall thoroughly describe how the Offeror has supplied expertise for similar contracts and work related to Professional Engineering Design Services.

- a. Offerors shall include in their proposal a detailed but brief description of relevant corporate experience with city or state government and private sector. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include their expertise and familiarity with procedural and regulatory design requirements including but not limited to: City of Santa Fe (CoSF), New Mexico Department of Transportation (NMDOT), American Association of State Highway and Transportation Officials (AASHTO), the Manual on Uniform Traffic Control Devices (MUTCD) and the American with Disabilities Act Accessibility Guidelines (ADAAG). Include a list of relevant projects, their completion dates in comparison to original schedule, costs vs. budget, and owner/client. Include photographs of completed relevant projects.
- b. Describe at least two project successes and failures of an engineering design project. Include how each experience improved the Offeror's services.

### **B. Organizational Past Performance/References**

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, city, state or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

- a. Client name;
- b. Project description;
- c. Project dates (starting and ending);
- d. Technical environment (i.e., Professional design services for roads, trails, underpasses/overpasses, bridges, etc.; Construction management services; Construction engineering services, etc.);



- e. Staff assigned to reference engagement that will be designated for work per this RFP; and
- f. Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX F, Organizational Reference Questionnaire (“Questionnaire”), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX F. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror’s responsibility to ensure the completed forms are submitted on or before the date indicated in Section II. A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror’s score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

### C. Project Team Experience and Qualifications

Offerors must clearly demonstrate they currently have the requisite staff and necessary engineering expertise for this project. As required, or in the interest of best practices, contracting of sub-consultants by the Project Manager shall include, but is not limited to, the following professionals and services:

- i. Professional Engineers including Construction Observation Engineer/Manager;
- ii. Landscape Architects;
- iii. Architects;
- iv. Professional Surveyors;
- v. Environmental Specialists;
- vi. Geotechnical Services;
- vii. Archaeological Services;
- viii. Materials and Systems Testing Services;
- ix. Hazardous Materials Testing and Abatement Services; and
- x. Specialty Design Services (irrigation).

All work must be done by or under the direct supervision of Engineers and surveyors registered to practice in New Mexico. Further, the Offeror shall not subcontract any portion of services to be performed under the Professional Services Contract without the prior written approval from the City.

- a. Present the organizational chart for the project team which must include a Project Manager. Provide the following information:
  - a. List the full names and functional titles of all project team members.
  - b. List the qualifications for each team member.
  - c. Describe precisely what role each person will perform.

- d. Specify the percent of time each team member will be assigned to the project.
- e. List similar projects in which the person has participated.
- f. Attach a brief resume for each team member which for the sake of uniformity must use the following format:
  - i. Name and Title
  - ii. Specialized Professional Competence
  - iii. Current Responsibilities
  - iv. Representative Project Assignments with Firm
  - v. Representative Project Assignments for Other Identified Employers
  - vi. Professional Background and Education
- b. If proposing a joint venture, association, or subcontracts with other firms:
  - a. Provide the same information for subcontractors required immediately above (see Section IV.C3.A.1).
  - b. If a partnership or joint venture is proposed:
    - i. list the firm, the firm's location, the licensed professional at the firm who would be responsible for the work and their area of expertise;
    - ii. describe your ability to effectively coordinate and manage a combination of firms; and
    - iii. the partnership or joint venture must be properly registered with the State of New Mexico prior to the submittal of the proposal. Attach their registration to this proposal.

#### **D. Project Plan**

Offerors shall submit a thorough project plan as part of the proposal addressing the Scope of Work and demonstrating the Offeror's understanding of the City of Santa Fe's needs and requirements by responding to the following:

- a. Describe your proposed design approach for addressing typical issues of pedestrian underpass construction such as: 1) personal safety issues both perceived/real; and 2) maintenance issues such as graffiti. Explain why do you think your proposed approach offers the greatest chance of success?
- b. Describe your proposed approach to managing resources, including a description of the role(s) of any sub-consultants, if applicable, their specific responsibilities, and how their work will be supervised. Identify methods that Offeror will use to ensure quality, budget, and schedule control.
- c. Describe the client and consultant relationship the firm will establish for progress meetings, design, review, decision-making, and budget containment.
- d. Include a milestone chart (e.g. Microsoft Project, Primavera, Critical Path or Gantt chart) showing tasks to be performed, proposed staff member designated for the completion of each task, and the time frame for completing each task (e.g.

design phases, public meetings, design reviews, certification for environmental, ROW, utility, etc.)

### 3. Desirable Specification

#### A. Demonstrated Experience in Pedestrian Underpass Design

Describe your past experience in designing an attractive, practical and safe pedestrian underpass. Describe the approach you used for addressing typical underpass design issues such as 1) personal safety; 2) maintenance, especially addressing graffiti; and 3) amenity (dark and uninviting). Is this the same design you are proposing for this project? Why or why not? You may provide photographs of your previous underpass project(s) or any publications about your project.

### C. BUSINESS SPECIFICATIONS

#### 1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.31 and APPENDIX E, and to return a signed, unaltered form will result in Offeror's disqualification.**

#### 2. Campaign Contribution Disclosure Form

The Offeror **must** complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

#### 3. Non-Collusion Affidavit Form

The Offeror **must** complete an unaltered Non-Collusion Affidavit Form and submit a signed copy with the Offeror's proposal. (See APPENDIX G). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

#### 4. Conflict of Interest Statement for Consulting Firms

The Offeror **must** complete an unaltered Conflict of Interest Statement for Consulting Firms and submit a signed copy with the Offeror's proposal. (See APPENDIX H). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

#### 5. Oral Presentation

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Public Works Department. The Evaluation Committee may request a finalist to

provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

## **6. Work Hour Estimate**

A detailed work-hour (or man-hour) estimate for each design phase must be submitted for all services to be performed including supplemental services, if any. It will be used to evaluate the Offeror's level of understanding of the described project, the completeness of level of effort proposed to accomplish the design and the amount of work to be performed by the prime consultant versus sub-consultants.

This estimate should entail the hours to be dedicated for each category, which will be anticipated to complete the project. The estimate should be accurate and reasonable, as it will be the basis for the final fee negotiation. The work-hour estimate must relate directly to key tasks and phases described in your Project Plan (see Section IV.B.2.4) and shall be broken down for each component of the project listed by classes of labor, i.e. Engineer, Architect, Surveyor, Technician, Drafting, Clerical, etc.

The Work-Hour Estimate Form, attached as APPENDIX D, shall be used to summarize work-hours for each phase of the project and made part of the proposal.

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

| <b>Evaluation Factors</b><br><i>(Correspond to section IV.B and IV.C)</i> | <b>Points Available</b> |
|---|-------------------------|
| <b>B. Technical Specifications</b>  |                         |
| B.1. Organizational Information   | Pass/Fail               |
| <b>B.2. Mandatory Specification</b>                                       |                         |
| B.2.1. Organizational Experience  | 150                     |
| B.2.2. Organizational Past Performance/References                         | 150                     |
| B.2.3. Project Team Experience and Qualifications                         | 200                     |
| B.2.4. Project Plan   | 200                     |
| <b>B.3. Desirable Specification</b>                                       |                         |
| B.3.1. Demonstrated Experience with Underpass Engineering Design Projects | 150                     |
| <b>C. Business Specifications</b>   |                         |
| C.1. Letter Of Transmittal  | Pass/Fail               |
| C.2. Campaign Contribution Disclosure Form                                | Pass/Fail               |
| C.3. Non-Collusion Affidavit Form   | Pass/Fail               |
| C.4. Conflict of Interest Statement for Consulting Firms                  | Pass/Fail               |
| C.5. Oral Presentations   | 150                     |
| <b>TOTAL POINTS AVAILABLE</b>   | <b>1,000</b>            |

Table 1: Evaluation Point Summary

### B. EVALUATION FACTORS

#### 1. B.1 Organizational Information (No points)

Pass/Fail only. No points assigned.

#### 2. B.2. Mandatory Specification

##### B.2.1 Organizational Experience (150 points)

Points will be awarded based upon an evaluation of the documented organizational experience, knowledge and resources that maybe employed for the project. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

### **B.2.2 Organizational Past Performance/References (150 points)**

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (APPENDIX F). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the City reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

### **B.2.3 Project Team Experience and Qualifications (200 points)**

Points will be awarded based on the team members' relevance and extent of their experience, expertise and knowledge in engineering design; and of their formal education, certifications and licenses. In addition, points will also be based on the amount of care and attention given to assembling the team members based on their specialized professional competence and Scope of Work.

### **B.2.4 Project Plan (200 points)**

Points will be awarded based on the Offeror's thorough understanding of the Scope of Work; the clarity, creativity and reasonableness of the proposed design; the method for managing sub-consultants and Client's needs; and the quality of the milestone chart such as is it clear, logical, specific, detailed and attainable?

## **3. B.3 Desirable Specifications**

### **B.3.1 Demonstrated Experience with Underpass Engineering Design (150 points)**

The Evaluation Committee will assess the Offeror's responses based on creativity and practicality of the design of the project especially addressing underpass issues of public safety, maintenance, especially graffiti, and amenities/attractiveness. Additionally, the Committee may base their scoring on the photographs or publications the Offeror submitted.

## **4. C. Business Specifications**

### **C.1 Letter of Transmittal (No points)**

Pass/Fail only. No points assigned.

**C.2 Campaign Contribution Disclosure Form (No points)**

Pass/Fail only. No points assigned.

**C.3 Non-Collusion Affidavit Form (No points)**

Pass/Fail only. No points assigned.

**C.4 Conflict of Interest Statement for Consulting Firms (No points)**

Pass/Fail only. No points assigned.

**C.5 Oral Presentation (150 points)**

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Public Works will provide the Offeror a presentation agenda. (If no Oral Presentations are held all Offerors will receive the maximum amount of total points for this Evaluation Factor).

**C. EVALUATION PROCESS**

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Central Purchasing Office or/and the Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

## **APPENDIX A: ACKNOWLEDGEMENT OF RECEIPT FORM**

### **REQUEST FOR PROPOSAL**

**CIP PROJECT #501  
ST. MICHAEL'S DRIVE - RAIL TRAIL UNDERPASS PROJECT**

**RFP # 21/28/P**

This Acknowledgement of Receipt Form should be signed and submitted by 3:00 pm MST/ MDT on February 22, 2021. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX H.

The name and address below will be used for all correspondence related to the Request for Proposal.

ORGANIZATION: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

**Submit Acknowledgement of Receipt Form to:**

To: Central Purchasing

E-mail: [Purchasing@santafenm.gov](mailto:Purchasing@santafenm.gov)

Subject Line: CIP Project #501, St. Michael's Drive-Rail Trail Underpass Project, RFP 21/28/P



## APPENDIX B: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

*Complete, sign and return with your proposal.*

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“**Applicable public official**” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the

authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Family member”** means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

**“Pendency of the procurement process”** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Prospective contractor”** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**Name(s) of Applicable Public Official(s) if any:**

Mayor Alan M Webber  
Councilor Signe Lindell, Pro-tem  
Councilor Renee Villarreal  
Councilor Michael Garcia  
Councilor Carol Romero-Wirth  
Councilor Roman Tiger Abeyta  
Councilor Christopher Rivera  
Councilor Joanne Vigil Coppler  
Councilor Jaime Cassutt-Sanchez

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**--OR--**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

## APPENDIX C: DRAFT CONTRACT

The Agreement included in this Appendix C represents the contract the City intends to use to make an award. The City of Santa Fe reserves the right to modify the Agreement prior to, or during, the award process, as necessary.

Item# \_\_\_\_\_  
Munis Contract# \_\_\_\_\_

### CITY OF SANTA FE

#### PROFESSIONAL SERVICES CONTRACT REQUEST FOR PROPOSALS

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

**1. Scope of Work.**

A. The Contractor shall provide design engineering services for the City in connection with the construction of the St. Michael's Drive - Rail Trail Underpass Project (the "Project") comprised of the following phases and tasks thereunder:

**PHASE I – STUDY**

1. Environmental Investigations and Documentation
2. Property Ownership, Location Survey and Mapping
3. Coordination
4. Public Involvement

**PHASE II – PRELIMINARY & FINAL DESIGN**

1. Property Ownership Maps
2. Utility Designation, Location, and Mapping
3. Preliminary and Final Drainage Report
4. Geotechnical Investigations
5. Preliminary Design Plans
6. Right-of-Way Design
7. Final Design
8. Coordination
9. Public Involvement

### PHASE III – BIDDING SERVICES

1. Environmental Investigations and Documentation
2. Construction Bid Documents

### PHASE IV – CONSTRUCTION SERVICES (IF REQUIRED)

1. Construction Engineering and Management
2. Public Involvement

### PHASE I – STUDY

1. Environmental Investigations and Documentation

Prepare environmental document that is appropriate for this project. The Consultant will select logical termini for addressing environmental concerns on a sufficiently broad scope. The environmental document shall be prepared in accordance with the NMSHTD Action Plan, FHWA Technical Advisory T 6640.8A, 23CFR Part 771 and other applicable guidelines and regulations. The environmental document shall address: the purpose of the assessment; the need for the project; project history; analysis of a range of alternatives including the no-build; impacts to the natural and human environment; appropriate mitigation measures; public involvement, and coordination with federal, state, city, and county agencies, railroad companies and other entities.

The environmental investigations must be conducted by an interdisciplinary team including qualified environmental and natural resources specialists. A qualified environmental professional will be responsible for preparation of the environmental document.

The environmental document summarizes the environmental investigations, agency coordination, and public involvement. The efforts must be commensurate with the potential for environmental impacts. Documents submitted to the City which are incomplete as determined by the Project Manager will not be reviewed. Documents that are complete shall be reviewed once and comments made to the Consultant. Complete documents will have a comprehensive discussion of purpose and need, alternatives as appropriate and environmental investigation as described in this RFP. Errors or omissions not adequately corrected from the first review will be subject to liquidated damages which will be withheld from final payment of the contract.

- A. Environmental Assessment Outline
  1. Executive Summary: A brief overview of the project, process, critical issues and conclusions.
  2. Project Purpose and Need: Include an explanation of the planning requirements of TEA-21.
  3. Project Description: Include discussion of project history and alternatives considered.
  4. Environmental Factors: Discuss environmental factors in proportion to the magnitude of concern. Critical issues will be treated in detail and other issues summarized and included by reference:
    - a. Consistency with land use plans

- b. Socioeconomic issues including discussion of Title VI and environmental justice as appropriate
- c. Right-of-way, land transfers, and relocations
- d. Natural, scenic, and visual resources including, as appropriate, discussion of general project setting, physiography, geology, seismicity, paleontology, and natural landforms
- e. Air quality including, as appropriate, discussion of Clean Air Act, National Ambient Air Quality Standards, Air Quality Control Regions, and the State Implementation Plan
- f. Noise impacts including discussion of the New Mexico State Highway Commission Policy on Noise Abatement
- g. Surface water quality including, as appropriate, discussion of 404 permitting, section 404(b)(1) guidelines and requirements and 401 certifications
- h. Ground water quality including, as appropriate, discussion of detention/retention ponds and consultation with the New Mexico Environment Department Groundwater Bureau, Notice of Intent for a Discharge Plan
- i. Wetlands including discussion of Executive Order 11990 and, as appropriate, 404 permitting and 401 certifications
- j. Flood plains including discussion of Executive Order 11988
- k. Wildlife resources and wilderness areas including, as appropriate, discussion of Migratory Bird Treaty Act, Wild and Scenic Rivers Act, the Wilderness Act, consultation with management and regulatory agencies, etc.
- l. Threatened and endangered species including discussion of the Endangered Species Act and Section 7 consultation with the US Fish and Wildlife Service
- m. Soils and vegetation including, as appropriate, discussion of the National Pollutant Discharge Elimination System, storm water pollution prevention plan, best management practices, etc.
- n. Farmland issues including, as appropriate, discussion of consultation with the Natural Resources Conservation Service and the Farmland Conversion Impact Rating (FCIR)
- o. Historic and cultural resources including discussion of the National Historic Preservation Act and consultation with the State Historic Preservation Officer
- p. Section 4(f) and Section 6(f) properties
- q. Utility adjustments
- r. Hazardous materials including, as appropriate, discussion of the RCRA, CERCLA, underground storage tanks, initial site assessments and other investigations consistent with the NMSHTD Hazardous Waste Handbook, etc.
- s. Construction impacts
- t. Noxious weeds
- u. Pedestrians, cyclists and equestrians
- v. Secondary and cumulative impacts
- w. Irreversible and irretrievable commitment of resources
- x. Relation between short term use of the human environment and maintenance of long term productivity

- y. Summary of environmental impacts
- z. Environmental commitments and mitigation measures
- aa. Public involvement and agency coordination including discussion of the Public Involvement Plan, citizen advisory committees, cooperating agencies, etc.
- bb. References and list of preparers

B. Input Synopsis

The Input Synopsis and draft request of the Environmental Assessment shall be submitted to the City. The Input Synopsis shall contain copies of the public involvement handouts and written comments. It shall also contain the EA circulation list, responses to verbal and written comments and the public involvement summary and transcript. All studies, commitments and recommendations must be summarized and finalized (cultural resources, agency permits, etc.).

C. Copies

The Consultant shall provide ten (10) copies of the approved EA to the City. The Consultant shall also produce sufficient copies of the EA and mail them for appropriate public and agency review of the document. The Consultant shall provide three bound copies of the Input Synopsis to the City.

D. Environmental Investigations

The environmental investigations will include, if appropriate, surveys and analyses in the following areas:

- a. Biological surveys conducted by qualified biologists including a biological survey report and biological evaluation for threatened and endangered species and, if necessary, an official Biological Assessment and Evaluation for Endangered Species Act compliance regulatory agency review and approval.
- b. Wetland determination and delineation including, if necessary, a Wetland Delineation Report for regulatory agency review and approval.
- c. Section 4(f) determination and evaluation including, if necessary, an official 4(f) Determination Report for land management agency and FHWA review and approval including avoidance options, alternative evaluations and measures to minimize harm.
- d. A visual impact assessment including, if necessary, a separate Visual Impact Assessment Report for City review and approval.
- e. A noise analysis including, if necessary, a separate Noise Analysis Report for City review and approval.
- f. An air quality analysis including, if necessary, a separate Air Quality Analysis Report for City review and approval.
- g. Other surveys, investigations, and analyses may be required as appropriate to the project.

Environmental investigations must include analyses of all issues mandated by the National Environmental Policy Act (NEPA) as well as other state and federal environmental legislation, including Executive Orders on Wetlands, Floodplains, and Environmental

Justice. The environmental investigations shall include evaluations of all appropriate alignment and typical section alternatives, including the no-build option and avoidance options. Environmental investigations will also include, as appropriate, measures to minimize harm, enhancement measures and measures to mitigate impacts. Cultural resource investigations shall include Historic Building Inventories and Tribal Consultations as required by the National Historic Preservation Act, Section 106.

The environmental investigations will include a cultural resources survey and preparation of a final report that meets all federal and state requirements. Four (4) copies of the final Cultural Resources Survey Report shall be submitted to the City. The cultural resources survey must be conducted by a qualified archaeologist.

All environmental reports submitted to the City are subject to City approval before investigations are accepted as complete. Based on engineering, cost, environmental and right-of-way impacts, the Consultant shall determine, recommend and obtain the City's concurrence on the preferred alternative to be used for location approval in the environmental document and for final design.

2. Property Ownership, Location Survey & Mapping

Research and investigate adjacent property ownership within areas of new construction by use of County/and or City records. The Consultant shall provide a location survey (including location of fences, structures and above ground utilities), controlled aerial photography, computer mapping services and digitized cross sections. All surveying shall be performed under the direct supervision of a New Mexico Registered Professional Land Surveyor and conform with the Minimum Standards for Surveying in New Mexico adopted by the New Mexico Board of Registration for Professional Engineers and Surveyors.

The Consultant, having obtained all the necessary records and field data, will show all pertinent survey data and information (i.e. existing right-of-way limits, property lines, monuments, structures, etc.) and tie to existing or set monuments on or near the project area. Survey information shall be prepared at the same scale as the planimetric plan and profile sheets and shown on these sheets.

3. Coordination

The Consultant will be responsible for all coordination necessary to accomplish the work required by the contract. This responsibility shall include coordination with all property owners and federal, state, city, county, schools and other agencies having jurisdiction or interest in the project. This will include obtaining approvals and/or concurrence on all work that is to be completed by the Consultant including work completed by sub-contractors working under this contract.

This responsibility shall also include obtaining all formal (written) and informal (verbal) approvals. For any required formal approvals, the Consultant will provide the City with all required data and draft letters of transmittal. In the event the Consultant is not successful in obtaining formal approvals, the Consultant shall promptly notify the City in writing, and the City will assist in resolving the matter.



In addition to the above, the Consultant shall be responsible for:

- a. Scheduling all design reviews
- b. Distributing all reports, plans and documents
- c. Writing design review reports
- d. Writing Design Team meeting reports
- e. Performing property owner interviews and documenting the interviews
- f. Scheduling PS&E Office Review
- g. Writing PS&E Office Review Report
- h. Being the focal point, for the flow of all project activity, including the sub-contractor work
- i. Providing monthly progress reports for design, utility, environmental, right-of-way and construction
- j. Providing periodic presentations to the City. (i.e. City Council and Committees), Local or Regional Planning Organization (LPO/RPO), State, etc.

#### 4. Public Involvement

Public involvement activities will be proposed by the Consultant in a Public Involvement Plan (PIP). The PIP will be submitted to the City for review and concurrence.

It is anticipated that a high level of public involvement will be required. This level of effort typically involves several public information meetings, a public awareness program and at least one public hearing. The Consultant shall be responsible for the implementation and cost of all public meeting/hearing coordination including advertisement of the meetings, arrangement and cost for required recording equipment; news media coordination; providing and arranging for the meeting facilities; responding to agency and public comments; preparation of handouts, exhibits and displays; coordination of meetings; preparation of reports of all meetings and contacts; preparation of transcripts and summaries of public meetings; and any coordination with the general public, property owners, or agency involvement that may be required before or after the public meetings.

Property owner contacts shall be conducted in the field by arranging to meet with owners at their respective parcels. An overview of the project will be discussed and include preliminary access, drainage, and fencing issues. Also, the specifics on how the property owner's access, fencing, gates, drainage, etc., will be affected by the project are to be discussed.

If applicable, the Consultant shall be responsible for following the City Land Development Code, Chapter 14-3.1(F), Early Neighborhood Notification (ENN) Procedures (i.e. notice of public meetings).

## PHASE II – PRELIMINARY & FINAL DESIGN

### 1. Preliminary Property Ownership Maps

Provide Preliminary Property Ownership Layout Maps. These maps may be prepared using county and/or city records and GIS orthophotography in conjunction with the location survey. Maps shall be prepared at the same scale as the planimetric P&P sheets.

2. Utility Designation, Location, and Mapping SUE Level (A)

A. Scope of Subsurface Utility Engineering Services

The Subsurface Utility Engineering (SUE) process is to identify the type, size and the ownership of existing underground and overhead utilities and establish their exact/precise location within the proposed project limits of City proposed construction projects. The process shall include all necessary records research, field investigations (designation), potholing (locating), surveying and mapping, design analysis and recommendations relative to impacts on existing and/or proposed utility systems on City projects. The process may also include utility relocation design and estimates. Subsurface Utility Engineering services shall be provided by qualified, experienced SUE consultants, who must meet the minimum requirements/standards outlined below prior to providing services.

“Accurate” shall mean 0.30 meters to 0.60 meters (1.0 to 2.0 feet), unless a more precise tolerance is specified. The SUE Consultant shall also designate wells and septic systems. While performing the designating activity, the SUE Consultant may excavate test holes, at no expense to the City, for the purpose of determining the approximate depth of the utility. Any markings on sidewalks or roadways for survey identification shall be of a temporary nature. The SUE Consultant shall provide the Consultant and the City with all data secured in hard copy plan sheet(s) Micro-station) format. After completion of the designating phase, the SUE Consultant shall consult with the Project Manager, and the Consultant to discuss the findings, potential impacts and to establish the scope of additional SUE activities.

B. Utility Locating

For the purpose of this contract, “locating” shall mean to obtain exact/precise horizontal and vertical positions of utilities by excavating test holes. The test holes shall be done by vacuum excavation system and in a manner so as not to cause damage to utilities or other underground structures. This activity shall only be added in the event the design team determines this information is needed and shall be added by an amendment (if necessary) to the City/Consultant contract. This activity shall be performed prior to the 60% completion design review and only based on information secured during the designating activity and at the direction of the design team. This activity shall require the SUE Consultant to provide exact/precise three-dimensional plan and profile mapping, tied to City survey control, of utilities and related structures for making final design decisions. The SUE Consultant shall use City approved survey books to record all surveys and shall also use City monuments and benchmarks referenced in the book and control lines provided by the City. All surveying and designation of monumentation within the limits of the project shall be coordinated through and submitted to the Project Manager. All horizontal control shall be oriented to the New Mexico Grid System, and all elevations shall be based on the National Geodetic Survey (NGS) mean sea level datum of 1988.

The survey information shall contain horizontal location and vertical elevation every 500 feet (150 meters) or as specified, and referenced to project datum at top and bottom of the utility, true elevation of existing grade over the utility at the test hole, outside diameter of utility and configuration of non-encased multi conduit systems, utility structure material

composition if ascertainable, paving thickness and type, and other pertinent information as is reasonably available from the test hole site.

References to project datum shall maintain vertical and horizontal tolerance to 2.5 centimeters (one inch), unless a more precise tolerance is specified for the specific location(s) being investigated.

C. Traffic Control

The City will strictly enforce its policies and procedures. All work in the City of Santa Fe shall be performed in accordance with the following:

- a. Latest edition of the NMSHTD Standard Specifications for Highway and Bridge Construction.
- b. Manual on Uniform Traffic Control Devices (MUTCD 1988 Edition).

For the purpose of traffic control and possible lane closures, before initiating any field surveys or test pits, the SUE Consultant shall be required to obtain a permit from the City.

The SUE Consultant shall be required to submit a Traffic Control Plan (TCP), which must be approved by the City before the permit can be issued. The SUE Consultant shall be responsible for providing all labor, materials and equipment necessary for TCP at the SUE Consultant's expense. The TCP shall include, but is not limited to: temporary traffic control signs, channeling devices, arrow panels, traffic barriers (i.e. attenuator barrels), impact attenuators, flaggers, temporary pavement markings, etc., and all other equipment and labor necessary to effectively implement the approved Traffic Control Plan.

D. Analysis, Recommendations and Design

When the SUE Consultant has performed all necessary research, designating and locating services, he/she shall determine to what extent the proposed roadway improvements will impact the utilities and prepare a report outlining avoidance alternatives, required adjustments and/or relocations and cost estimates to perform those relocations. This activity shall be planned and timed to occur within thirty (30) days of completion of the 60% completion design review. In certain instances, the SUE Consultant may be asked to prepare utility relocation design plans and specifications for inclusion into the City's contract documents.

The SUE Consultant shall be capable of providing relocation design for telecommunications, water, gas, electrical and sanitary sewer facilities. Experience in utility design, roadway engineering and storm drainage design are important factors. Recommendations on how to resolve conflicts with utilities during highway design will be required so as to reduce utility relocation costs.

The SUE Consultant shall prepare a report indicating the findings, recommendations and actions resulting from the work they performed. The report shall include, but not be limited, to a cost-benefit analysis of the Subsurface Utility Engineering process for this project, i.e., how many dollars were saved for each dollar expended. The SUE Consultant

shall also submit a final financial tabulation for this project, including a breakdown of all costs associated with the SUE process on a per unit basis.

E. Certification of Work

In all cases the SUE Consultant must certify his/her work, and such certification shall include the signature and seal of a Professional Engineer and/or a Professional Licensed Surveyor, who is registered in the State of New Mexico.

F. Manpower

The SUE Consultant shall list four (4) key staff personnel. The key staff shall include:

- a. A Professional Engineer registered in the State of New Mexico with expertise in subsurface utility engineering
- b. A Professional Land Surveyor registered in the State of New Mexico with expertise in surveying utilities
- c. Qualified Geologist
- d. Project Manager/Liaison

The SUE Consultant shall provide all equipment, personnel and supplies required to perform its research, designating, locating, design and other services. The SUE Consultant shall obtain all necessary permits from the state, city, county, or other municipal jurisdictions, to allow the company to work in existing streets, roads and right-of-way for the purpose of marking, measuring and recording of existing utilities. The SUE Consultant shall notify Blue Stake or One Call prior to any field work and shall be responsible for any fees incurred.

G. Equipment

The SUE Consultant shall list the quantity and different types of equipment that will be used for designating and locating services. This listing shall be in the technical proposal.

H. Professional Liability Coverage

The SUE Consultant shall have and maintain professional liability insurance that covers his/her subsurface utility operations and insurance for his/her professional services that will hold the City harmless for errors and omissions until construction of this project is complete.

I. Undersigned Sub Consultant Services

The SUE Consultant shall list all sub-consultants that are expected to provide services under this contract. The Contract shall also include a separate sum of money for undesignated sub-consultant services that may be required for unique circumstances.

In addition to the requirements outlined previously, the Subsurface Utility Engineering firm selected to perform services for the City must also meet the following minimum standards:

- a. Demonstrate (list of projects and contacts) a thorough knowledge and understanding of designating, locating and data management activities. The

SUE Consultant must have five years minimum experience as a Subsurface Utility Engineering service provider.

- b. Individuals assigned by the SUE provider to carry out the work assignments must be well trained. The SUE Consultant must provide an on-going training program to the City prior to being pre-qualified and accepted as a SUE service provider by the City.
- c. Individuals assigned by the SUE provider to supervise daily operations on each crew must have a minimum of two years SUE crew experience.
- d. The Project Manager must have previous experience in the management of two or more SUE contracts, and must be available to commit sufficient time to the project.
- e. The SUE provider must demonstrate the capacity to pool resources and respond to the needs of the City in a timely manner.
- f. The SUE provider must have vacuum excavation or comparable non-destructive locating equipment capable of successfully completing the task, considering the soil conditions for the geographic region and/or the depth of existing utilities.

J. Mapping and Data Management

After identifying existing and future utility locations as requested by the City, the SUE Consultant shall map utility locations onto plans and/or aerial photographs as directed by the City. The SUE Consultant shall also be required to provide the Consultant and the City all information in hard copy and electronic file or Micro-station format. All electronic files provided by the SUE Consultant shall ultimately be capable of successfully being merged into the city project plan and profile and cross-section sheets. The SUE Consultant may be required to record the locations of the utilities on a City approved form that will be used for prior rights determination. If a price proposal is requested for this activity, the Consultant shall propose a unit cost per activity as outlined in the rate schedule for subsurface utility mapping services. The unit cost shall include all equipment, the operator and other support personnel for each activity.

3. Preliminary and Final Drainage Report

Prepare Preliminary and Final Drainage Reports. The drainage reports will require a detailed study of the project area and recommendations are to be developed with alternate proposals to correct any of the problems.

A. Preliminary Drainage Report

Prior to performing a preliminary drainage study, the Consultant shall meet with the City's Project Manager to discuss the hydrologic analysis of existing and proposed drainage structures. The Preliminary Drainage Report shall summarize the results of the preliminary drainage analysis. The report shall include:

- a. Floodplain Management Related Issues (i.e. floodway development, no rise, CLOMR/LOMR, other)
- b. Discussion of soil types
- c. Vegetation and land use distribution
- d. Curve number or rational formula "C" calculations

- e. Time of concentration calculations
- f. Drainage area topographic map with existing structures inventory
- g. Drainage areas
- h. Design (50-year) and 100-year discharges and their corresponding headwater depths. Design discharge frequency calculated shall be determined based on the overall project needs to provide flood protection, erosion protection, storm water quality enhancement and meet all floodplain management criteria.
- i. Summary of the drainage field inspection results including City personnel (public and other local agencies) interview and drainage structure field inspection forms.
- j. CME's required to construct the structures
- k. Summary table of existing and recommended drainage structure sizes and types, and identification of sources used in the analysis.
- l. Preliminary erosion protection and energy dissipaters design and preliminary details

For urban projects, the preliminary hydraulics shall be computed based on existing information to provide scope of drainage work and cost estimate that will be the basis for the Final Scope Report and the Final Drainage Report. The Preliminary Drainage Report shall include preliminary design and locations of drop inlets, trunk lines, other preliminary drainage data, and dimensions of CME's and ponds needed.

Floodplain issues shall be addressed completely to assure the project follows all applicable federal, state and City of Santa Fe regulations.

#### B. Final Drainage Report

The Final Drainage Report is basically a refinement of the Preliminary Drainage Report. A detailed hydraulic analysis such as: backwater profiles, flow velocities, scour calculations, and other hydraulic design data are required for major structures and design of permanent erosion protection.

In preparing the Final Drainage Report, the Consultant shall perform, on all major structures or channels, a hydraulic analysis using the HEC-2, HECRAS or WSPRO computer model to develop water surface profiles for the existing conditions and for the proposed conditions. An approved Final Drainage Report shall be prepared for the selected alternative which shall incorporate all pertinent design data into a concise document including: drainage map(s); inventory of existing drainage structures; detailed structure recommendations including drainage areas, design discharges, head water depths; and a Water Surface Profile Structure Layout Sheet for any major structures. If a retention pond is needed, the Consultant shall prepare and submit a Notice of Intent (NOI) groundwater application, as may be required. If Section 401 and 404 applications are required, the Consultant shall prepare and submit the necessary applications with the approval of the City. This work shall not be done prior to the completion and approval of the environmental documentation.

For urban projects, include in the Final Drainage Report the storm drain design data at each drop inlet and manhole such as design discharges, carry over discharges, intercept

discharges, and other hydraulics data. The construction plans shall include storm drain system data such as hydraulic grade line for 100-year discharge, invert elevations, slopes, velocities, and discharges.

If the disturbed area is greater than one acre, the Consultant shall prepare a storm water pollution prevention plan (SWPPP). The Consultant shall also prepare temporary erosion and sediment control plans (TESCP). Additional information regarding the SWPPP and TESCP may be available from the NMSHTD Drainage Section.

The Consultant shall use the NMDOT Drainage Design Manual, July 2018” or current revision and “National Pollutant Discharge Elimination System Handbook, January 1997” or current revision for methodologies in preparation of the Final Drainage Report.

C. Copies

The Consultant shall furnish three (3) bound hard copies and one (1) electronic copy of the Preliminary and Final Drainage Reports for City Staff review and comments.

4. Geotechnical Investigations

A. Geotechnical Services – General

The Consultant may be required to provide geotechnical recommendations and a Geotechnical Report. The Geotechnical Report will be submitted as part of the Preliminary Design of the selected alignment.

The City may elect that the Consultant provide geotechnical services as defined below:

a. Geotechnical Investigation and Laboratory Testing

Geologic/geotechnical exploration shall follow the procedures, requirements and guidelines as outlined in the latest edition of the NMDOT Materials Geotechnical Manual. The Geotechnical Report shall present data collected during the geotechnical investigation. Information shall include at least the following:

- i. Project location map
- ii. Description of the project scope
- iii. Presentation of the field investigations
- iv. Descriptions of the earth materials encountered during the field investigation
- v. Laboratory test results including consolidation, tri-axial testing of undisturbed samples if clay soils are encountered, direct shear tests, rock core point load and unconfined compression tests (rock cores)
- vi. For drainage structures, the need for borings will be determined on a site by site basis.
- vii. Geophysical test results.
- viii. Plan and profile sheets with test holes or pits shown in plan and profile views.

b. Geotechnical Design Recommendations

Final design recommendations shall address some or all of the following:

- i. Stabilization/densification of unsuitable embankment or native soils
- ii. Slope stability/steepened slope design
- iii. Mitigation of settlements
- iv. Rock excavation and blasting requirements
- v. Maximum cut slope angles in soil and rock
- vi. Suitability of foundation soils or rock to support an embankment or structure
- vii. Shrink and swell factors of earthwork
- viii. Groundwater affecting the project/need for cut-off trenches
- ix. Special treatments, i.e. use of geotextiles, soil nails, pressure grouting, etc.

c. Geotechnical Report

The Geotechnical Report shall document the results of the geotechnical activities. The geologic and geotechnical study of the final alignment within the corridor shall make final geotechnical design recommendations to provide for a stable roadway prism including final pavement design. An electronic copy of this report shall be submitted to the City in conjunction with the Preliminary Design Plans.

B. Geotechnical Services – Structures and Foundations

The Consultant may be required to provide geotechnical recommendations related to any structures and submit a Foundation Report. The Foundation Report, to include detailed recommendations for structures and retaining walls, shall be prepared for the selected structure alternatives.

The City may elect that the Consultant provide geotechnical services as defined below.

a. Retaining Walls

Retaining walls shall be designed based on AASHTO and/or FHWA DEMO 82 Reinforced Soil Structures design guidelines. Bearing capacity, settlement, and global stability analysis shall be performed at all retaining walls to insure serviceability of the walls. Requirements for stabilization of unsuitable subsoils will be specified where required to meet serviceability requirements. Mechanically Stabilized Earth (MSE) walls will utilize NMDOT's approved MSE wall manufacturers.

b. Approach Embankment Analysis

Approach embankments shall be analyzed for long-term settlement potential, including settlements due to low in-situ density, hydro-collapsible soils. Requirements for stabilization of unsuitable subsoils will be specified where required to meet serviceability requirements. Approach embankments shall be specified for 100% standard Proctor density as required by City standard details with approach slabs bearing on AASHTO A-1-a material.



c. Foundation Report

The Foundation Report shall document the results of the field exploration and laboratory testing, bridge foundation recommendations and analysis and retaining wall recommendations and analysis. All work shall be completed according to the standards set forth in the most recent edition of the NMDOT Materials Geotechnical Manual. The Foundation Report may be included as a part of the Geotechnical Report.

5. Preliminary Design Plans

The Consultant shall provide or conduct the following:

A. Preliminary Design Report

The Consultant shall prepare and print up to 12 copies of a final Phase I report, which shall include recommendations based on the work performed in the preparation of the drainage reports and the preliminary design plans. Also included in this report will be a detailed construction cost estimate by construction type, and location. The Consultant should contact the City to ascertain the required numbers of copies of the Preliminary Design Report.

B. Preliminary Field Review

The Consultant shall conduct a preliminary field review (PFR) after the location survey and mapping is complete. The PFR will be held to establish the preliminary scoping for the project.

C. Preliminary Design Plans

Provide preliminary design plans (30% completion plans) for the project to be finalized, which shall include: geometrics, traffic control plan, plan and profile sheets, and a preliminary construction cost estimate by construction type. Project plans will include: recommended horizontal and vertical alignment, typical roadway sections, culvert sections, intersection layouts, drainage requirements, slope limits, right-of-way requirements, utility relocation/adjustment requirements, preliminary earthwork analysis, and structure requirements such as bridges, retaining walls, and major drainage structures. Project plans shall be prepared to the City's standards for general content and format. Plans shall be prepared for the alignment and typical sections, as approved by the City.

D. 30% Completion Design Review

Schedule and conduct the 30% completion design review. The review shall include the preparation of the 30% completion review report. Project plan shall be prepared to the NMDOT's standards for general content and format, in CAD version compatible with or fully convertible to the City's current AutoCAD software version. The Consultant shall submit (3) three bound sets of plans (50% reduced) and (1) PDF set for the review. Additional sets may be requested by the City. All information must be completely legible on the plan sets provided.

6. Right-of-Way Design

The City may require right-of-way design services. If required, a portion or all of the services listed below will be negotiated. When right-of-way design services are necessary, the Consultant will provide right-of-way surveying, mapping, title reports, appraisal, negotiation and monumentation.

A. Right-of-Way Surveying

The development of the right-of-way surveying work shall be closely coordinated with the City staff.

All right-of-way surveying shall be performed by a Professional Surveyor licensed in New Mexico and ultimately should conform with Rule(s) 500.6 and 500.7 of the Minimum Standards for Surveying in New Mexico adopted by the New Mexico Board of Registration for Professional Engineers and Surveyors. Right-of-way surveying, mapping, and monumentation should also conform with the latest NMDOT Right-of-Way Surveying, Mapping, and Monumentation Procedures/Policies and subsequent guidelines, standards, revisions and amendments.

Prior to commencing right-of-way surveying, the Consultant shall meet with the City to review and concur on the scope of right-of-way surveying, mapping and monumentation required based on the 30% completion plans, report and the preliminary property ownership layout maps. Right-of-way surveying, mapping, and monumentation will be performed only in areas where new right-of-way is required. The Consultant shall then submit the workhour and fee proposal for the right-of-way surveying, right-of-way mapping and monumentation requirements to the City.

Upon receiving approval on the scope of right-of-way surveying work to be performed and after completing the necessary right-of-way and property boundary research, the Consultant shall proceed with the right-of-way field survey and locating existing right-of-way limits and intersecting property lines impacted by proposed fee take parcels and construction maintenance easements. Also, locate all fences, structures, septic tanks, billboard signs and other improvements which may be affected by proposed right-of-way widening, appraisals, acquisitions, etc. Some of these features may have been obtained during the location survey phase of the project but they may need to be appropriately tied to the right-of-way surveys and maps. Also, provide sufficient survey information on ties to existing or set monuments on the project.

The Consultant, having obtained all the necessary field data, will prepare the right-of-way survey maps and will show all pertinent survey data, existing right-of-way limits, intersecting property lines, accepted and rejected monuments, encroachments, buildings, billboard signs or structures within fifty feet of the right-of-way, etc., annotation and notes upon which future right-of-way acquisition boundaries will be electronically overlaid and computed.

B. Right-of-Way Mapping

The Consultant shall meet with the City to review the completed right-of-way survey map. Key topics of review and discussion at this session will be confined to the methodology

utilized in the determination of existing right-of-way limits, intersecting property lines, encroachments, hiatus, prescriptive rights, accepted/rejected monuments etc. This meeting should be scheduled prior to beginning the preparation of right-of-way maps.

The Consultant will prepare the preliminary right-of-way maps for presentation and review at the 60% completion design review. Immediately following the review and, prior to the 90% completion design review, the Consultant shall submit three (3) final Right-of-Way Map print sets of the final Right-of-Way Map with one copy of all documents including legal descriptions and title reports to the City for first review. Ownership shall be shown on the Right-of-Way Maps exactly as listed in the title reports. These final Right-of-Way Maps shall locate all parcel takes and construction maintenance easements. Temporary construction permit locations shall also be shown on the map if they are in areas for which mapping has been developed. All temporary construction permits shall, however, be listed on the parcel block sheet of the final Right-of-Way Maps as well as shown on the plan and profile sheets. The City will not provide an extensive detail check of any of the final maps and plans. Therefore, any errors and/or omissions in the final Right-of-Way Maps, legal descriptions, and subsequent monumentation mapping and staking will be the full responsibility of the Consultant. Acceptance of the final Right-of-Way Map or other work products developed under the contract and termination of the contract when work is completed will not remove the responsibility of the Consultant as outlined above.

The second review prior to the 90% completion design review is primarily for the purpose of assuring that the red-lined markups of the first review set have been made and to assure that items of concern resulting from the first review are adequately addressed and communicated to the Consultant. If alignments or other major changes occur to the Right-of-Way maps presented for the first review, the City shall be notified and may result in additional time necessary for reviews by the City.

C. Title Reports

All title services work shall be performed in accordance with Executive Order No. 89-15, dated March 30, 1989 and the policies and procedures as contained in the NMDOT Right-of-Way Handbook, Volume II, utilizing the forms and/or formats set out therein.

Note: For work-hour estimates assume 10 title reports will be required, each a 33-year abstract.

D. Takes and Construction Maintenance Easements (CME's)

The Consultant shall provide the following:

- a. A 33-year certified title search on every parcel affected in the right-of-way acquisition.
- b. A Chain of Title (Index) reflecting all transactions affecting said parcel shall be provided.
- c. Copies of all pertinent documents described in Chain of Title (Index).
- d. A five-year tax search (or computer printout) reflecting the current assessed owner, address, description of property and the amount of taxes for the current assessed year reflecting whether paid or unpaid.

- e. Caption sheet or title sheet showing current owner and address of record, description of property being abstracted.
  - f. Work map and index identifying each parcel abstracted.
  - g. Information on any mortgages, liens, or judgments that have been released of record does not have to be shown on said search. For any probates or district court proceedings only pertinent proceedings need be shown, not the complete case file.
- E. Temporary Construction Permits (TCP's)
- The Consultant shall provide the following:
- a. Provide current ownership.
  - b. Title sheet showing current owner, address of record, description of property, document creating ownership and certificate.
- 1. General
    - A. The Consultant shall:
      - a. Execute and submit with each title report the "Certificate of Title" form and hold the title reports in confidence and reveal the title reports or opinions only to the City unless otherwise directed in writing by the City.
      - b. Deliver title reports to the City "satisfactorily completed" in a timely manner. Delivery of such shall be defined as (1) actual transfer of possession in the form approved by the City incorporating all required corrections and clarifications, and (2) written acceptance by the City of the Consultant's work.
      - c. The City's acceptance or rejection of the Consultant's work product shall be given in writing. The City shall return deficient or inadequate title reports within 30 calendar days of receipt.
      - d. The dates for the submission of title reports shall be determined at the initial meeting between the City and Consultant.
      - e. All documents must be letter size, except for surveys and/or maps, which may be folded. All title reports must be bound securely (abstract form). All title reports submitted must be prepared by a licensed and bonded Title Company.
      - f. Promptly correct all deficiencies and return the title reports for further review within (30) calendar days from date of return.
      - g. Be fully responsible for the accuracy of all work.
    - B. The City shall:
      - a. Return to the Consultant, within thirty (30) calendar days of receipt, individual title reports found to be deficient or inadequate with the reviewer's comments, if applicable.
      - b. Hold a review of the title work for the purpose of further discussion of the type of title work required.

- c. Make available to the Consultant, City records as may be available and pertinent for the purpose of the work herein described.
- d. Schedule and hold a review with the Consultant and representatives of the City involved in the project as necessary.

F. Monumentation

Upon assignment of a final map date by the City, the Consultant shall prepare the preliminary monumentation mapping, field staking of right-of-way limits as defined by the final Right-of-Way Maps and Right-of-Way Certification and recordation of the final Right-of-Way Monumentation Map(s) will be required. The final Monumentation Maps shall meet the NMDOT's Monumentation Mapping guidelines/policies and current pertinent provisions of the Minimum Standards for Surveying in New Mexico.

7. Final Design Plan

A. 60% and 90% Completion Design Plans

Provide 60% & 90% design plans for the project which may include, but are not limited to, roadway typical sections and pavement design, quantity summary and schedules, plan and profile sheets showing horizontal and vertical alignment, lane configuration and intersection geometrics, permanent signing and striping plans, traffic signal and lighting plans, structure sections, roadway turnouts, slope limits, proposed right-of-way limits, storm drain system identification, drainage requirements, TЕСM plan, traffic control plan and sequence of construction, utility relocation/adjustment requirements, earthwork analysis, structure details for bridges, retaining walls, and major drainage structures (and aesthetic details if necessary) and a construction cost estimate by construction type. Identification of areas requiring work permits, temporary construction permits, and construction maintenance easements may also be required. Project plans shall be prepared to the NMDOT's standards for general content and format.

B. 60% and 90% Completion Design Review

Schedule and conduct the 60% & 95% completion design review with appropriate City staff. The Consultant shall prepare the 60% & 95% completion review reports (or meeting minutes).

Project plans shall be prepared to the NMDOT's standards for general content and format, in CAD version compatible with or full convertible to the City's current AutoCAD software version. The Consultant shall submit (3) half-sized bound plan set printed to scale and (1) PDF set. Additional sets may be requested by the City. All information must be completely legible on the plan sets provided.

The Consultant shall provide final design plans, which may include, but are not limited to, the following:

- a. General Sheets
  - i. Title Sheet
  - ii. Vicinity Map

- iii. Project Layout Sheet
  - iv. Index of Sheets
  - v. Summary of Quantities
  - vi. General Notes and Incidental Items
  - vii. Environmental Concerns and Mitigation Measures
- b. Miscellaneous Sheets
  - i. Typical Sections
  - ii. Miscellaneous Details
  - iii. Surfacing Schedule
  - iv. Structure Quantities
  - v. Miscellaneous Quantities
  - vi. Curb and Gutter Layouts
  - vii. Metal Barrier Layouts
  - viii. Erosion and Sediment Control
  - ix. Seeding and Landscaping
  - x. Grading
  - xi. Visual/Aesthetic Details
- c. Plan and Profiles Sheets
  - i. Mainline
  - ii. Crossroads
- d. Turnout Profiles
- e. Bridge/Retaining Wall/Noise Wall Plans
- f. Traffic Control Plans
  - i. Notes
  - ii. Sequence of Construction
  - iii. Sign Face Details
  - iv. Traffic Control Plans
- g. Signal Plans
  - i. Signal Warrant Analysis for at-grade intersections
  - ii. Signal Design Plans
  - iii. Interconnect Plans
- h. Lighting Plans
  - i. Lighting Analysis
  - ii. Lighting Plan
- i. Permanent Signing and Striping Plans
  - i. Plans
  - ii. Overhead Signs
  - iii. Sign Face Details
- j. Drainage Plans
  - i. Plan and Profile
  - ii. Structure Sections
- k. Earthwork Cross-Sections
- l. Performance Specifications
  - i. Small projects not requiring full plans

C. Final Design Package

The Consultant shall submit the completed final design plans, specifications and estimates and all related documents to the City of Santa Fe. The final design package may include the following:

- a. Five (5) full-size copies of final design plans (36"x 24" or 34" x 22"); signed by the City's Public Works Director, Engineering Division Director, ADA Coordinator and Historic Preservation Division Director.
- b. Five (5) half-size copies of final design plans (12"x18" or 11"x17").
- c. One (1) electronic copy of the final design plans.
- d. One (1) hard copy and one (1) electronic copy of the final cost estimate.
- e. One (1) electronic copy and three (3) bound final sets of complete bidding documents, including wage rates and signed advertisements.
- f. Review of contractor submitted "As-Built plans", preparation and submittal of "As-Built" drawings", two (2) 36" x 24" or 34" X 22" paper copy and an electronic copy on a thumb drive in AutoCAD format (version 2015 or more current).

#### 8. Coordination

The Consultant will be responsible for all coordination necessary to accomplish the work required by the contract. This responsibility shall include coordination with the public, all property owners and federal (e.g.s. FHWA, US Fish & Wildlife), state (e.g.s. NMDOT, NMED, SHPO), city (all departments/divisions/committees as required), county, schools (e.g.s. NM School for the Deaf) and other agencies having jurisdiction, management responsibilities, sensitive resource responsibilities, permit authority or interest in the project (e.g.s. Santa Fe Railyard Community Corp., Trust for Public Land, SHPO, NMED, Acequia Madre Ditch Association). This will include obtaining approvals and/or concurrence on all work that is to be completed by the Consultant including work completed by sub- contractors working under this contract.

This responsibility shall also include obtaining all formal and informal approvals. For any required formal (written) approvals, the Consultant will provide the City with all required data and draft/final draft letters of transmittal. In the event the Consultant is not successful in obtaining formal or informal approvals, the Consultant shall promptly notify the City in writing, and the City will assist in resolving the matter.

The appropriate agencies, the public and other interested groups will be contacted to ensure that the community and governmental concerns are identified and considered for inclusion in the study and design development of the project. The Consultant shall be responsible for all coordination that is required to provide a satisfactory public involvement plan and environmental document, as necessary.

In addition to the above, the Consultant shall be responsible for:

- a. Scheduling all design reviews.
- b. Writing design review reports.
- c. Writing design team meeting reports (minutes).
- d. Distributing all reports, plans and documents.
- e. Performing property owner interviews and documenting the interviews.

- f. Providing monthly progress reports for design, utilities, environmental, right-of-way, and construction.
- g. Providing periodic progress presentations to the City and local elected officials (i.e. Public Works Director, Engineering Division Director, City Council, City Committees, MPO, RPA, etc.)

9. Public Involvement

The Consultant shall be responsible for the implementation and cost of all public meeting (or public hearing) coordination including advertisement of the meetings, arrangement and cost for required recording equipment; news media coordination; providing and arranging for the meeting facilities; responding to agency and public comments; preparation of handouts, exhibits and displays; coordination of meetings; preparation of reports of all meetings and contacts; preparation of transcripts and summaries of public meetings; and any coordination with the general public, property owners, or agency involvement that may be required before or after the public meetings.

Property owner contacts shall be conducted in the field by arranging to meet with owners at their respective parcels. An overview of the project will be discussed and include preliminary access, drainage, fencing or other issues as applicable. Also, the specifics on how the property owner's access, fencing, gates, drainage, etc., will be affected by the project are to be discussed.

If applicable, the Consultant shall be responsible for following City Land Development Code, Chapter 14-3.1(F), Early Neighborhood Notification (ENN) Procedures (i.e. notice of public meetings).

### PHASE III – BIDDING SERVICES

1. Environmental Investigations and Documentation

An environmental assessment was completed on January 7, 1998 with a subsequent FONSI on February 1, 2000. A reevaluation of the environmental document will need to be prepared and all necessary permits obtained as deemed appropriate (e.g. NPDES, 401, 404, etc.) at such time it is known construction funds are approved and or allocated for use for project bidding. Coordination and approvals with all appropriate federal, state and local agencies and authorities will be required, as necessary. Reports must be prepared by qualified environmental and natural resource personnel (archeologists, biologists, etc.). The Consultant will select logical termini for addressing environmental concerns on a sufficiently broad scope. All environmental, cultural, or biological reports, as necessary, shall be prepared in accordance with applicable guidelines and regulations.

2. Construction Bid Documents

The Consultant shall submit to the City a final design (PS&E) package associated with construction bid documents for the project, or as requested by the City, based on funding limits and available budget. The final design package shall include the following:

- a. One (1) full-size set of stamped final design plans (36"x 24" or 34" x 22", signed by the City's Engineering Division Director, ADA Coordinator and Traffic Engineer).
- b. Five (5) full-size copies of final design plans (36"x 24" or 34"x 22").
- c. Five (5) half-size copies of final design plans (12"x 18" or 11"x17").



- d. One (1) hard copy and one electronic copy of the final cost estimate.
- e. Three (3) bound final sets and one (1) electronic copy of complete bidding documents, including wage rates and signed advertisements.
- f. Review of contractor submitted “As-Built plans”, preparation and submittal of “As-Built” drawings” two (2) 36” x 24” or 34” x 22” hard copy and on CD in AutoCAD format (version 2015 or more current).

#### PHASE IV – CONSTRUCTION SERVICES (IF REQUIRED)

##### 1. Construction Engineering and Management

The City may require Construction Engineering and Management Services during construction. If required, a portion or all the services listed below will be negotiated and added by an amendment to the original contract.

The construction phase will commence with the award of the construction contract and continues until the one-year warranty inspection and report is submitted by the Consultant and approved by the City. The Consultant shall be the representative of the City during the construction phase and shall advise and consult with the City Project Manager regarding construction activities for the duration of the construction phase. Construction phase services will include the resolution of problems encountered during construction. Any additional design services not caused by errors and/or omissions and requested by the City will be authorized by an amendment to the agreement. Any amendments to the agreement shall establish the additional work requirements, amend the contract as required and adjust the time schedules.

The Consultant shall fully execute and participate in the following tasks to implement the construction of the Project in conformance with the plans and specifications:

- a. Preconstruction meeting with the Construction Contractor, Owner, Utilities.
- b. Construction Contractor Notice to Proceed.
- c. Daily construction observation, oversight, inspection and daily diary entry.
- d. Construction management basic services including:
  - i. Review of Construction Contractor material submittals or shop drawings.
  - ii. General project review and response to Construction Contractor’s requests for information and clarification.
  - iii. Verify structure drawings.
  - iv. Change order review and preparation.
  - v. Claims review, documentation, and correspondence.
  - vi. Provide “As-Constructed Quantities”.
  - vii. Receive, review and approve progress payments (to be forwarded to the City).
  - viii. Preparation and authorization of field inspections and punch lists.
  - ix. Review of contractor submitted “As-Built plans”, preparation and submittal of “As-Built” drawings on mylar prints (36”x 24) and on CD in AutoCAD format (version 2000 or more current); and
  - x. Two-year warranty inspection and report

##### 2. Public Involvement

The City may require Public Involvement Services during construction. If required, a portion or all the services listed below will be negotiated and added by an amendment to the original contract.

The Consultant shall be responsible for the implementation and cost of all public information coordination which may include, but is not limited to, providing construction updates and schedules through a project website and media (television, radio and newspaper) press releases and responding to agency and public concerns and comments. Attendance to periodic (most likely weekly) project meetings between the construction contractor, City personnel and other agencies will be required to obtain schedules and notify the public, property owners, businesses, emergency response, transit and other transportation users of road, lane or access closures, detours and other construction activities that may impact traffic. It is essential the Consultant maintain on-going communication with project construction personnel to ensure accurate dissemination of construction related activities to the public.

B. Performance Measures.

Contractor shall substantially perform the following Performance Measures:

- 1) Design must comply with all applicable Federal, State and City policies, rules and regulations including all requirements of ADA standards and PROWAG.
- 2) Cost Performance Indicator (CPI) = Budgeted cost of work performed [\$] / Actual cost of work performed [\$]
- 3) Schedule Performance Indicator (SPI) = Budgeted cost of work performed [\$] / Budgeted cost of work scheduled [\$]
- 4) Engineering On-Time Delivery (OTD) = On-time delivery of the project for:
  - a) NMDOT Design Milestone Plan Reviews: 30%, 60%, 90% and PS&E; and
  - b) Project Production Package (submitted to NMDOT on or before June 15).
- 5) All necessary certifications are obtained including but not limited to: Environmental, Right-of-Way, Utility, Railroad, and ITS & SE.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of \_\_\_\_\_ dollars (\$\_\_\_\_\_) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT), excluding/including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

**3. Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **DATE** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, this contract term for a professional services contract, including extensions and renewals, shall not exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

**4. Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

**5. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations

and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**6. Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

**8. Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

**9. Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**10. Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

**11. Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**12. Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

**13. Amendment.**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

**14. Entire Agreement.**

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

**15. Penalties for violation of law.**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**16. Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**17. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**18. Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

**19. Professional Liability Insurance.**

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

**20. Other Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

**A. Commercial General Liability** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

**B. Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

**C. Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

**D.** Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

**21. Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

**22. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

**23. New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

**24. Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**25. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**26. Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: [insert name, address and email].

To the Contractor: [insert name, address and email].

**27. Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:

\_\_\_\_\_  
CITY MAYOR/MANAGER

\_\_\_\_\_  
NAME

DATE: \_\_\_\_\_

\_\_\_\_\_  
TITLE

DATE: \_\_\_\_\_

CRS# \_\_\_\_\_



Registration # \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE: (REQUEST FOR PROPOSALS ONLY)

Marcos Martinez  
Marcos Martinez (Nov 16, 2020 08:59 MST)

\_\_\_\_\_  
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
MARY MCCOY, FINANCE DIRECTOR

\_\_\_\_\_  
Org. Name/Org#.






# 2020 11 12 St Mike's RFP PSA

Final Audit Report

2020-11-16

|                 |  |
|-----------------|--|
| Created:        | 2020-11-12                                   |
| By:             | Irene Romero (ikromero@ci.santa-fe.nm.us)    |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAA_m_lgic741cA6uUPrRvRe81yQN6LhHoV |

## "2020 11 12 St Mike's RFP PSA" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)  
2020-11-12 - 10:55:22 PM GMT- IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature  
2020-11-12 - 10:56:50 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)  
2020-11-16 - 3:59:38 PM GMT- IP address: 174.56.49.116
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)  
Signature Date: 2020-11-16 - 3:59:59 PM GMT - Time Source: server- IP address: 174.56.49.116
-  Agreement completed.  
2020-11-16 - 3:59:59 PM GMT



POWERED BY  
Adobe Sign

## APPENDIX D: WORK-HOUR FORM

*Complete, sign and return with your proposal.*

| <b>WORK-HOUR ESTIMATES</b><br><b>Capital Improvement Project No. 501</b> |                             |                      |
|--|-----------------------------|----------------------|
| <b>Activity</b>  | <b>Estimated Work-hours</b> | <b>Key Personnel</b> |
| <b>Phase I – Study</b>   |                             |                      |
| 1. Environmental Investigations and Documentation                        |                             |                      |
| 2. Property Ownership, Location Survey and Mapping                       |                             |                      |
| 3. Coordination  |                             |                      |
| 4. Public Involvement  |                             |                      |
| <b>Total for Phase I – Study</b>   |                             |                      |
| <b>Phase II – Preliminary &amp; Final Design</b>                         |                             |                      |
| 1. Property Ownership Maps   |                             |                      |
| 2. Utility Designation, Location, and Mapping                            |                             |                      |
| 3. Preliminary and Final Drainage Report                                 |                             |                      |
| 4. Geotechnical Investigations   |                             |                      |
| 5. Preliminary Design Plans  |                             |                      |
| 6. Right-of-Way Design   |                             |                      |
| 7. Final Design  |                             |                      |
| 8. Coordination  |                             |                      |
| 9. Public Involvement  |                             |                      |
| <b>Total for Phase II – Preliminary &amp; Final Design</b>               |                             |                      |
| <b>Phase III – Bidding Services</b>                                      |                             |                      |
| 1. Environmental Investigations and Documentation                        |                             |                      |
| 2. Construction Bid Documents  |                             |                      |
| <b>Total for Phase III – Bidding Services</b>                            |                             |                      |
| <b>Phase IV – Construction Services (IF REQUIRED)</b>                    |                             |                      |

|   |  |  |
|---|--|--|
| 1. Construction Engineering and Management        |  |  |
| 2. Public Involvement                             |  |  |
| <b>Total for Phase IV – Construction Services</b> |  |  |
|   |  |  |
| <b>TOTAL ESTIMATED CONSULTANT WORK-HOURS</b>      |  |  |

Work-hours are for estimating purposes only. Final hours will be negotiated if the City elects to use your services.

## APPENDIX E: Letter of Transmittal Form

*Complete, sign and return with your proposal.*

**ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30).  
FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE  
DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK!**  
(N/A, None, Does not apply, etc. are acceptable responses.)

RFP#: \_\_\_\_\_

**1. Identify the following information for the submitting organization:**

|                        |  |
|------------------------|--|
| <b>Offeror Name</b>    |  |
| <b>Mailing Address</b> |  |
| <b>Telephone</b>       |  |
| <b>FED ID#</b>         |  |
| <b>NM CRS#</b>         |  |

**2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:**

|                  | <b>A<br/>Contractually Obligate</b> | <b>B<br/>Negotiate*</b> | <b>C<br/>Clarify/Respond to Queries*</b> |
|------------------|-------------------------------------|-------------------------|--|
| <b>Name</b>      |                                     |                         |  |
| <b>Title</b>     |                                     |                         |  |
| <b>E-mail</b>    |                                     |                         |  |
| <b>Telephone</b> |                                     |                         |  |

\* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

**3. Use of subcontractors (Select one):**

\_\_\_\_\_ No subcontractors will be used in the performance of any resultant contract, OR  
\_\_\_\_\_ The following subcontractors will be used in the performance of any resultant contract:

\_\_\_\_\_  
(Attach extra sheets, as needed)

**4. Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses to this item.)**

\_\_\_\_\_  
(Attach extra sheets, as needed)

**By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:**

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

\_\_\_\_\_, 20\_\_\_\_\_  
Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*)

## **APPENDIX F: ORGANIZATIONAL REFERENCE QUESTIONNAIRE**

The City of Santa Fe, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Central Purchasing at [Purchasing@santafenm.gov](mailto:Purchasing@santafenm.gov) by **April 12, 2021** at 3:00 pm MST/MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

**RFP # 21/28/P**  
**ORGANIZATIONAL REFERENCE QUESTIONNAIRE**  
**FOR:**

\_\_\_\_\_  
(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. This Questionnaire is to be submitted to the City of Santa Fe, Public Works Department, Roadway and Trails via e-mail at:

Name: Central Purchasing Office  
Email: Purchasing@santafenm.gov

Forms must be submitted no later than **April 12, 2021** at 3:00 pm MST/MDT and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings.

**For questions or concerns regarding this form**, please contact the City of Santa Fe **Procurement Manager** at (505) 955-6623, [rsglorioso-moss@santafenm.gov](mailto:rsglorioso-moss@santafenm.gov). When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

|   |  |
|---|--|
| <b>Organization providing reference</b>   |  |
| <b>Contact name and title/position</b>  |  |
| <b>Contact telephone number(s)</b>  |  |
| <b>Contact e-mail address</b>   |  |
| <b>Project description</b>  |  |
| <b>Project dates (start and end dates)</b>  |  |
| <b>Technical environment for the project you're providing a reference</b> (i.e., Professional design services for roads, trails, underpasses/overpasses, bridges, sidewalks, roundabouts, etc.; Construction Management Services; Construction Engineering Services, etc.); |  |

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:



5. How would you rate the dynamics/interaction between vendor personnel and your staff?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who are/were the vendor's principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors or other factors on which you based the rating?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

COMMENTS:

7. How satisfied are/were you with the products developed by the vendor?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

8. With which aspect(s) of this vendor's services are/were you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are/were you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS:

## APPENDIX G: NON-COLLUSION AFFIDAVIT FORM

*Complete, Sign and Return with your proposal.*

I hereby affirm that: I am the \_\_\_\_\_ (insert title) and the duly authorized representative of \_\_\_\_\_ (insert organization's name) whose address is \_\_\_\_\_. And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
2. Such proposal is genuine and is not a collusive or sham proposal.
3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## APPENDIX H: CONFLICT OF INTEREST STATEMENT FOR CONSULTING FIRMS

*Complete, sign and return with your proposal.*

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the Project Manager, each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the Project Manager and known key personnel needs to describe the conflict.

The Project Manager agrees that, if after award, an organizational conflict of interest is discovered, the Project Manager makes an immediate and full written disclosure to the City that includes a description of the action that the Project Manager has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract for the Project. If the Project Manager was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, \_\_\_\_\_ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded CIP Project#501 St. Michael's Drive-Rail Trail Underpass Project. For the duration of this firm's involvement in the CIP Project#501 St. Michael's Drive-Rail Trail Underpass Project contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on the CIP Project#501 St. Michael's Drive-Rail Trail Underpass Project contract.

I certify that this firm will keep all CIP Project#501 St. Michael's Drive-Rail Trail Underpass Project contract information confidential and secure. This organization will not

copy, give or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the CIP Project#501 St. Michael's Drive-Rail Trail Underpass Project contract. I understand that if this firm leaves this CIP Project#501 St. Michael's Drive-Rail Trail Underpass Project contract before it ends, this firm must still keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the CIP Project#501 St. Michael's Drive-Rail Trail Underpass Project contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the CIP Project#501 St. Michael's Drive-Rail Trail Underpass Project contract confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name:

---

Authorized Representative/Title:

---

Phone Number:

---

Fax Number:

---

E-mail Address:

---

Signature:

---

Date:

---

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.